The Solicitors' Journal.

LONDON, MAY 9, 1863.

Mr. Bouverie has at length succumbed to the general opposition which his Writs' Prohibition Bill elicited, not merely from lawyers, but from mercantile bodies, as well as individual merchants and traders throughout the country. On Tuesday evening he announced to the House of Commons his determination to withdraw the Writs' Prohibition Bill, No. 2, and of course we shall hear no more about it during the present session. We confess that we fully expected this result from the time that the question was taken up vigorously by the country lawyers, whose attention we invoked the moment the original bill was presented to the House of Commons.* The Bristol Law Society, and particularly Mr. Miller, one of its most active members, lost no time in appealing to other provincial law societies for their co-operation in opposing the measure, and, by a circular which they sent throughout the country, called the attention of provincial lawyers generally to the timely warning which had been sounded by the *Solicitors' Journal*; and the appeal thus made, we are happy to say, entirely succeeded in producing the desired effect, by raising such formidable opposition to the measure as to deter its promoter from further proceeding with it. We congratulate the profession upon this result, and consider it the best evidence that can be adduced of the great utility of the practice, which we have hitherto adopted, of giving the profession not only the earliest intimation, but a good summary, if not the very words, of all such Bills pending before Parliament as specially affect the interests of lawyers.

Sir J. Fergusson has laid before the House of Commons a Bill providing that railway companies shall not be liable to pay any larger compensation, on a passenger being killed or injured, than £400 for a first-class passenger, £300 for a second-class, and £200 for a third-class, unless the passenger has paid for insurance at a rate to be fixed by the Bill. Shipowners, also, are not to be liable in such cases for more than £200, unless the passenger pays for insurance.

The Yelverton Case will, in all probability, not be heard before the House of Lords this session. The appellant, Major Yelverton, not being ready with his "case," petitioned for further time, which he has obtained, and as there is a good deal of judicial business before the House the case is not likely to be reached.

Mr. Paull's Bill, now before the House of Commons, imposes a penalty on knowingly and wilfully selling or exposing for sale, or purchasing, poison, or grain which has been steeped in poison, or with which poison has been so mixed as to render it calculated to destroy life, with intent that it should be used for injuring or destroying birds or animals. A penalty is also imposed on knowingly and wilfully sowing such poison or poisoned grain.

The following gentlemen were called to the Bar on the 30th ult.:—

Inner Temple—William Bennett Player Brigstocke, Esq., Thomas Benyon Ferguson, Esq., William Henry Milligan, Esq., John Alfred Hudson, Esq., James Edouard Ferdinand Poulin, Esq., Francis Ashton Drake, Esq., Samuel Sandars, Esq., Percy Arden, Esq., Charles Skidmore, Esq., Arthur Richard Jelf, Esq., Henry Offley Bright, Esq., John Martyr Ward, Esq., Charles James Jenkins Hannay, Esq., Matthew Henry Starling, Esq., and Ernest Algernon Sparks, Esq.

Middle Temple—Henry Cecil Raikes, Esq., Henry Thomas Wrenfordsley, Esq., Charles Lovell Lovell, Esq., and Richard Banner Oakeley, Esq.

Lincoln's-inn—George Edmund Wicksted, Esq., Richard Dickson Preston, Esq., Edward St. Aubyn, jun., Esq., Stephen Blount, Esq., Albert Glenie Perring, Esq., Thomas Pitts Langmead, Esq., and Stephen Ellis Rogers, Esq.,

Gray's-inn—Nugent Charles Walsh, Esq.

* The bill itself, which consisted of only two short paragraphs, will be found in a leading article on the subject in the *Solicitors' Journal* of the 7th of March last; see *ante*, p. 336.

THE CERTIFICATE TAX.

It is no wonder if an almost unbroken silence of nearly ten years has induced the Government and the House of Commons to regard the reduction of the amount of the annual certificate duty in 1853 as a final and acceptable settlement of a grievance of which the attorneys and solicitors of the United Kingdom had long and bitterly complained. In 1854, a faint effort to obtain the *total* repeal of the impost was made by the Incorporated Law Society, but ever since then, so far as we are aware, nothing has been done, even by way of protest, against the continuance of the present tax. Unless, therefore, the profession intends to submit patiently to a permanent burden, no more time ought to be lost in petitioning Parliament for its removal; and as the entire absence of any effective general organisation in the profession has been hitherto the chief difficulty in agitating the question, we have, at the suggestion of some of our country subscribers, prepared a petition * to the House of Commons, which now lies at the office of this Journal for signature. Country solicitors can append their names by writing them on an ordinary sheet of draft paper, and authorising the publisher of the *Solicitors' Journal* to attach them to the petition. A good number have already adopted this plan. Another convenient mode is to authorise the town agents to subscribe. Either mode will answer the purpose, but the former seems the most effectual and least likely to cause delay. The petition ought to be presented as early as possible in the present month, and therefore as many signatures as possible should be forwarded in the course of the ensuing week. It is possible that the presentation of such a petition, however numerously signed, may not have any immediate effect or produce any decided movement during the present session. It will, however, prepare the way for a bill next session, and probably be the means of hastening the entire abolition of the tax.

It is extremely difficult to account for the remarkable acquiescence with which the measure of 1853 has been received by the profession, since it was at best but a mere palliative, and in truth, taking into account the diminution in professional emoluments, it can hardly now be regarded even in that light. The obnoxious and offensive principle of the tax still remains. It is as oppressive as ever—having regard to the existing condition of professional business—to the majority of those who have to bear it. It is more inexcusable than ever now that expensive professional tests in the shape of preliminary and intermediate examinations are a far more effective barrier against the intrusion into the profession of unfit persons. It is no longer needed for the purpose of insuring the registration of practitioners, as the secretary of the Incorporated Law Society is now compelled by Act of Parliament to act as registrar of the attorneys and solicitors of England, and if there is any object in revising the registration year by year there would be no difficulty in enlarging the functions of this officer so as to discharge the duty. The present time, moreover, is suitable for agitating the repeal of the annual certificate duty, as the Chancellor of the Exchequer rejoices in a surplus which enables him to reduce the income tax. It will only be necessary to show the House of Commons that the present certificate duty amounts to an additional income tax of nearly four

* See *ante* p. 436, where the form is given.

per cent. on the average of lawyers' incomes, and to a much more onerous imposition upon the majority of incomes of lawyers, to obtain the required relief. Neither the principle nor the incidence of the tax have anything to recommend it to a statesman of any modern school. It was originally but a temporary expedient of that species of class-legislation which is wholly opposed to the politico-economical science of our day. Indeed, in point of fact, there was some colour of fairness in the imposition when laid on by Mr. Pitt in 1785, as attorneys then were, to a considerable extent, a privileged class, and were benefitted by divers emoluments for which they were then, but are not now, beholden to Parliament.

These are reasons strong enough in themselves to urge upon Government with some hope of success; but another and perhaps more powerful one is to be found in the small advantage which the State derives from such a piece of injustice. It is not worth being so unfair and unscientific to such little purpose. The amount received by the public Treasury is insufficient to be offered as an excuse for so much unfairness and oppression. Lord Robert Grosvenor's Bill for a total repeal of the duty succeeded as nearly as possible in 1850. It had good majorities in the House of Commons on four divisions, and succeeded in passing through committee, after which it was lost in the usual "Slaughter of the Innocents" at the close of the session. Nothing prevented the success of the same measure two years afterwards, except the unfortunate concession and compromise of the Government, which brought about the reduction in the annual duty, and on admission. The advocates of total repeal had it all their own way in reason and in argument. If they had refused to acquiesce in the proposed compromise, their complete success could not well have been postponed for more than a session or two longer. The attorneys and solicitors themselves, however, were not parties to the arrangement in question; and although it has had the effect of making them relax in their efforts to obtain the entire removal of a grievous burden and gross injustice they have not done or submitted to anything which now disentitles them from being heard, and the sooner, therefore, they make their complaint known the better for their cause. Mr. Gladstone, in his famous speech of Monday night, laid down the axiom that exemption from taxation is a donative *from* the State; from this it follows, as a corollary, that *partial* taxation is a donative *to* the State. At all events the taxation of one class is the exemption of every other class. Is, then, the business of lawyers so much more profitable than that of other professions or of trade that they ought to contribute to the State an additional income tax of fifty per cent. more than their neighbours? If not, upon what other ground is it possible to justify the heavy special tax which attorneys pay to Government in the shape of an annual certificate duty?

THE TORRENS SCHEME OF LAND TRANSFER.

Mr. Torrens, in the paper read by him in March last before the Law Amendment Society, has given an elaborate and exhaustive "exposition of the system of transfer of estates and interests in land by means of registration of title, as now in successful operation in the Australian colonies." Having himself contrived and matured a system of land transfer for the colonies with which he was connected, Mr. Torrens enjoyed the rare advantages of securing its adoption, in its unmutilated integrity, by the colonial legislatures, and of being appointed personally to superintend the practical working of his own machinery; and after an experience of nearly five years he has come home to tell us that his machinery works well, and that by its means he has relieved land in the Australian colonies from old complexities, and has preserved it from the acquisition of new ones. Mr. Torrens disclaims the merit of being the original inventor of any of the parts of which his system is composed. Like the "busy bee" he has improved each "shining hour" of opportunity, and with untiring industry has gathered honied hints from "every opening flower" of promise, and he has "laboured hard" skilfully to build up the gathered fruits of his toil into a system, and to "store it well" with all the materials necessary to its completeness.

But it is due to Mr. Torrens that he should be allowed to tell our readers, in his own words, how he acquired the means of constructing his system. In a preface to his paper, recently printed and published in Dublin, he says:—

> My official employment in the customs' services rendered me familiar with the admirable system under which dealings with property in shipping are conducted, and I at once perceived that an adaptation of that system to dealings with property in land would constitute the remedial measure of which I was in search. Subsequently, as treasurer of one of Her Majesty's most prosperous colonies, I acquired a knowledge of the method by which government stock is vested in trust and otherwise dealt with; and in the office of registrar-general I gained an insight into a system of conveyancing by deed with registration of assurances, nearly identical with that hitherto in operation in Ireland. With this information I was enabled to mature my project, which, in the form of a draft bill, was first submitted in October, 1856, to a party of gentlemen largely interested in land, and in the month of January following to the electors of the city of Adelaide. Having received general approbation, this bill was laid on the table of the House of Assembly on the the 2nd June, 1857, was carried through its several stages, and passed into law, which came into operation on the 2nd July, 1858. The landowners of the adjacent settlements, observing the benefits secured by this measure in South Australia, pressed its adoption upon their respective legislatures; and throughout Australia, under its simple mechanism, proprietors may now transact their dealings with real property with the same facility, security, and economy which attend dealings with property in shipping and in the funds, and this without foregoing any of the freedom which they had been accustomed to under the old law in the disposition of their estates by settlement, entail, or otherwise.

It would be impossible by any means short of reprinting Mr. Torrens' paper *in extenso* to convey an intelligible notion of his *modus operandi*; and to those of our readers who have given much attention to the subject of Registration of Title, it will not be necessary to say much more than that the system in its main features closely resembles that portion of the scheme recommended by the report of the Registration of Title Commissioners, of 1857, which relates to indefeasibility of title.

"Lands," says Mr. Torrens, "are brought under the operation of the system upon the voluntary application of any one claiming to be the person in whom the fee simple is vested in possession, either at law or in equity."

Mr. Torrens explains the mode of procedure on first placing lands on the register. An application is made,—deeds are deposited,—plans are furnished by licensed surveyors,—the title is examined by "examiners" who are lawyers, and are specially retained by the Government for that purpose, and are prohibited from private practice. On their being satisfied with the title, a report is made to the registrar; notices are inserted in the *Gazette* and other newspapers, and are also given to owners of contiguous lands; and, finally, the land is brought under the operation of the Registration Act by the issue of a certificate of title vesting the estate indefeasibly in the applicant.

Mr. Torrens then proceeds to describe how lesser interests are created, transfers effected, and liens and charges imposed and released. Printed forms of contract are used, and for securing brevity covenants are implied.

On the transfer of an estate in land registered, the certificate is deposited with the form of contract, a fresh certificate is issued, and the land transferred

from the account of the transferror to an account opened in the name of the transferree, very much as transfers are made in a money ledger.

Transmissions of land by will or descent, or on insolvency, are registered on proof of the facts, but before the certificate can be issued to the devisee or heir or assignee the claim must be advertised.

For the purpose of providing compensation for persons who may, by possibility, be deprived, by means of registration, of land which belongs to them, an assurance fund is created by the contribution of one half-penny in the pound, levied on the value of the land when first brought under the system, and upon the value of land transmitted by will or descent; and the compensation is guaranteed by the consolidated revenue of the country.

Mr. Torrens treads on safe ground whilst he confines himself to the explanation of a system which he understands; but he forgets the proverb, "*ne sutor ultra crepidam*," and plunges into troubled waters much beyond his depth, when he ventures to draw a contrast between the Australian system and the measure of last session introduced by the Lord Chancellor Westbury.

That measure has been shown by English lawyers to be open to many and serious objections, but Mr. Torrens does not understand it, and it would have been much better for his reputation as a law reformer if he had not meddled with it. Solicitors are the special object of Mr. Torrens' mortal aversion, and he appears to rejoice in the conviction that he has checkmated them in the Australian colonies.

The system of Mr. Torrens can be worked without the aid of other conveyancers than the "examiners." The registrar, examiners, and licensed surveyors, are the only skilled workmen required in the Australian colonies for the transfer of land; and Mr. Torrens considers it a great objection to the Lord Chancellor's measure that the services, however limited, of a solicitor are recognized. "It appears," he querulously observes, "that a solicitor of the High Court of Chancery must be called in on the occasion." A mortgagor "may and probably would be required by the solicitor of his mortgagee to execute a deed in the old form." "Although the measure allows a sale to be effected by simply signing a printed form of transfer, it is nevertheless made imperative that a conveyancing solicitor be called in to transact the business. Why is this? Why, after the removal of the complications, fictions, and circuities, which render professional assistance necessary, is the landowner still to be held in vassalage to the legal profession?" "This measure, while amusing the public with the semblance of reform, would leave the landowner still under the yoke of the conveyancers, securing the latter in full possession of their present emoluments."

The concluding paragraph of Mr. Torrens' criticisms on the Lord Chancellor's measure will possibly draw a smile from our readers. "It is vain," he says, "to disguise the truth, that radical reform in the transfer of real property means abolition of conveyancing, and would increase the value of real property *principally* by abolishing the heavy impost which, upon each transaction under the present system, is levied for the maintenance of that branch of the profession." All this is too puerile to merit a reply. Mr. Torrens has not perceived that the authenticity of documents and their intelligent execution are important requisites in any system of land transfer, and that solicitors are required to authenticate the documents and their execution as officers of the Court of Chancery, amenable to its jurisdiction, and—being dispersed all over the country—everywhere accessible.

We shall not presume to say that Mr. Torrens' system may not work efficiently in the Australian colonies without the aid of any other conveyancers than the examiners of titles, nor shall we predicate that, when conveyancers are abolished, he will not be able to find efficient successors to the present examiners. We are unable to see how this can be possible, or that conveyancers can be dispensed with even in Australia, but these questions may be left for solution by the Australians themselves.

In this country at least, whatever system of land transfer may be adopted; whether the system be confined—as in the public funds and shares in public companies—to the transfer of absolute ownerships, leaving all limited and partial interests to the protection of registered trustees, and distringases, caveats, and inhibitions, or the measure of the Lord Chancellor or any other system be preferred, conveyancing will be indispensable to the community, so long as lands, or funds, or shares, continue to be limited in settlement, and until husbands and fathers are prohibited by law from charging their lands, or funds, or shares, with jointures for their widows and portions for their children.

THE INNKEEPERS' LIABILITY BILL.

The common law, as defined by *Calye's case*, 8 Co. 32, of the liability of innkeepers for the loss or subtraction by their default of the goods and chattels of their guests has a peculiar interest for solicitors. In their character—to use the language of the old writ—of *hominus per partes ubi hujus modi hospitia existunt transeuntes et in eisdem hospitantes*, solicitors have no small personal concern in any change in the law in question. Professionally, too, they are obliged to take note of all such impending legislation. But they have this specific interest, that the words "goods and chattels," although they do not of their proper nature extend to charters and evidences concerning freehold, or inheritance, or obligations, or other deeds or specialties, yet in this case, we learn, they are expounded to extend to such matters; "and therefore, if one brings a bag or chest, &c., of evidences into the inn, or obligations, deeds, or other specialties, and by default (*pro defectu*) of the innkeeper they are taken away, the innkeeper shall answer for them." Default of the innkeeper, it will be remembered, is construed liberally in favour of the guest. The innkeeper is liable, although the person who stole or carried away the goods is unknown. He cannot excuse himself by saying that he delivered to the guest the key of the room, and that the guest left the door unlocked. The innkeeper, it should be particularly noted in relation to the present bill, is chargeable, although the guest does not deliver the goods to him to keep, nor acquaints him with them. Until later times there was scarcely any exemption, unless the guest were robbed by his own servant, or by some one whom he desired to be lodged with him.

Recent cases, while maintaining the principle of the innkeeper's presumed responsibility, have allowed greater consideration of the guest's conduct to rebut the presumption. Thus, under the following circumstances, in a case before Lord Campbell, in the Queen's Bench, the Court held a charge by the judge in favour of the guest unless the jury thought him guilty of "gross negligence" to be a misdirection. The plaintiff, a guest at an inn, showed some money (whether including the money afterwards lost did not distinctly appear) in the commercial room. Afterwards, in his bed room, he placed his watch on the table, leaving the door a-jar. Some sovereigns were in a paper in the pocket of his trousers, which he laid on a chair in the room. In the course of the night the watch and sovereigns were stolen by a person who had obtained admission as a guest, and who was afterwards tried for the theft and convicted. The Court held that the rule of law resulting from all the authorities was, that in a case like that before them the goods remained under the charge of the innkeeper and the protection of the inn, so as to make the innkeeper *liable as for breach of duty, unless negligence of the guest occasioned the loss in such a way as that the loss would not have happened if the guest had used the ordinary care that a prudent man might be*

reasonably expected to have taken under the circumstances (*Cashill* v. *Wright*, 6 E. & B. 891, 900).

But it is not necessary for the guest to allege any negligence or *defectus* on the part of the innkeeper. The Court of Exchequer, in *Rarey* v. *Morgan*, 6 H. & N. 265, thought that the cases showed there was *defectus* in the innkeeper whenever there was a loss not arising from the guest's negligence, the act of God, or the Queen's enemies. The circumstances of that case were very much like those in *Cashill* v. *Wright* as to the loss, except that in the room of the hotel (the Great Northern) there was a conspicuous notice that to guard against robbery the night-bolt should be used, and that money, jewellery, and other articles of value were to be left at the bar; otherwise the proprietor would not hold himself responsible for any loss. This notice the guest observed but did not read; he shut his door, but did not use the night-bolt.

Such is the common law. In its various branches it grows up to meet the practical requirements of cases, and in this particular case it has grown up to provide for the difficult circumstances of a number of persons, fellow-inmates yet strangers, occupiers in common yet independent of one another, coming, staying, and going freely, each as if the inn were his own home. The bill takes quite another view of the matter. It cuts the knot. To get rid of the difficulty it would make every man's arrival at his inn commence with a formal and elaborate business of bailment. "No innkeeper shall hereafter be holden to be responsible for goods or property of his guests where the value thereof exceeds £20, except for such as may be deposited with such innkeeper for safe custody; and where such goods or property shall be so deposited for safe custody, it shall be lawful for such innkeeper to require that each article thereof shall be exhibited to him, and its value declared to him." Now, apart from any legal bearing of such a clause, let us consider what it means when paraphrased into the language of common life. Every traveller with a portmanteau and other articles containing the ordinary apparel of a gentleman, of which a couple of suits with a set of studs or other trifling articles of jewellery might easily be worth the statutory £20, to say nothing of his watch, chain, and purse, alighting at whatever hour of the day or the night, and however urgent his business or pressing his pleasure may chance to be, will find no security for his luggage until he goes through the same sort of inquisition as an Ostend passenger suffers at the foot of London Bridge. The train comes in at one or two a.m., and half-a-dozen guests must wait their turn, not merely to declare their effects to the hotel-keeper, but to deposit them with him, and to exhibit them if required, and finally to declare their value. Every traveller must unpack below the instant he arrives, for nothing is safe meanwhile, select as much as together with his personal valuables does not exceed the £20, send that much upstairs, and leave the rest with the landlord. How the new law would be applied in the case of luggage sent forward to an inn, or of the common case of luggage given into the charge of hotel servants, to be taken from a station or quay in a hotel omnibus, we leave the ingenious to determine.

Suppose the traveller to be a solicitor, who has a bag of deeds over and above goods and chattels to the protected value of £20. He deposits the deeds for safe custody. If now he wishes to consult them, he must release them by depositing some of the twenty pounds worth, otherwise his bag, or another part of his property, would be put out of the pale of the law. If he wishes for a part of his deposited luggage, he must send back the bag. He cannot be indulged with his dress coat and his professional bag at the same time, if he would be safe from incomers and outgoers in a house over which he has no control, but where, on the contrary, he is a mere subject of hostelry profit.

(*To be continued.*)

EQUITY.

EASEMENTS—INJUNCTION—YEARLY TENANT.

Jacomb v. *Knight*, M. R., 11 W. R. 585.

The Master of the Rolls decided in this case that a tenant from year to year with notice to quit and whose tenancy had only nine months to run, was entitled to maintain a suit to restrain obstruction of light and air. In the case of *Clayton* v. *Illingworth*, 10 Hare, 451, the Court refused to enforce specific performance of an agreement for a mere tenancy from year to year, upon the ground that the remedy at law would be sufficient. In the above-named case, however, Sir J. Romilly, M.R., was of opinion that the Court could not take into consideration the greater or less amount of interest, and, therefore, decreed the usual mandatory injunction which would have the effect of obliging the person who had put up the erections complained of to take them down, although at the end of nine months there would be nothing to prevent their remaining.

It was also held in this case that an owner of two adjacent tenements, who lets one to a tenant by parol, grants it with all the easements which would be ordinarily included in a lease, and cannot afterwards, by virtue of his ownership of the adjoining property, obstruct the light or air from the demised premises, or authorise a tenant of the adjoining property to do so.

RAILWAY COMPANY—MINES AND MINERALS—ADJACENT SUPPORT—COMPULSORY PURCHASE.—Upon a conveyance to a railway company of land for the purpose of constructing the abutments of a railway bridge—the right of working minerals, &c., being reserved to the vendor—it was held by Campbell, L.C., affirming a decision of Wood, V.C., that the company was entitled to support from the adjacent and underlying soil, coal, &c., not only for the surface land, but for the buildings erected upon it, and that this right was not affected by the circumstance that the conveyance was to the company taking the land under compulsory powers; and further, that although the vendor could properly be restrained from working the mines underneath or adjacent to the land purchased, so as to cause an injury to the surface and superincumbent works, the company could not, in the absence of any contract, compel the vendor to keep the mine filled with water, to the exclusion of any future workings.

On appeal, the decisions reported 8 W. R. 603, and 9 W. R. 173, were affirmed.—*Elliot* v. *The North Eastern Railway Company*, H. of Lds., 11 W. R. 604.

ALIEN—TRUSTEE.—Where by mistake an alien had been appointed a new trustee under the Trustee Act, 1850, and the order vested certain freehold property in the newly-appointed trustee, the Court, upon a petition of rehearing presented before office formed, discharged the previous order and appointed another person to be the new trustee.—*Re Giraud*, M. R., 11 W. R. 607.

WILL—CHARGE UPON ESTATES.—A testator devised his R. estate to G. D., in tail male, subject to two annuities, and declared that his residuary estate thereinafter given should be the primary fund for debts and legacies, and that his R. estate should not be liable unless his other estates were insufficient. He then devised the residue of his real estate in trust for sale, and payment of debts and legacies, with a power to mortgage, except the R. estate, and stand possessed of the unsold portions on certain trusts, charging the unsold portion with certain annuities and money legacies. By a codicil made on his deathbed the testator gave an annuity and a house to be purchased out of his Irish estates. All the estates were sold, and all the debts were paid; but there was a fund in court representing the R. estate.

On a deficiency of assets to pay annuities and assets.—Held, that the two annuities charged on the R. estate were to be paid thereout in full, in the first instance;

that the debts and legacies charged on the residuary estate and on the R. estate in aid, were not charged as the annuities charged upon that estate; that the annuity given by the codicil was chargeable as a legacy on the residuary real estate, and afterwards on the residue of the R. estate, after paying the two annuities charged thereon; and that the other annuities were not legacies, but simply charges on the unsold estates, and as there were no unsold estates, the charges could not be paid.—*Damer* v. *Portarlington*, V. C. K., 11 W. R. 611.

WILL—LEGACY—CHARGE OF DEBTS.—A testator gives all his property by description (except his estates in Norway) to trustees on trust, to possess themselves of all, pay debts and the money legacies and incumbrances affecting his estate, and also his estates in Norway, with a general power to sell his English property. He then gives all his said residue (not including his estates in Norway), directing payment thereout of various money legacies. There is then a gift of the Norway estates to his trustees on trust to manage, cut timber, pay debts and incumbrances affecting the said estates, if not extinguished, out of the other property; and immediately after the payment of his debts, and the legacies thereinbefore given, the testator directs his trustees to divide the rents equally among his children and the survivor for life, with a devise of the Norway estates to his sons, and their male issue, with the ultimate remainder to his own right heirs. Held, that the money gifts were legacies, and were chargeable on the English property in the first instance, and if that should be insufficient, then on the Norway estates in aid of the English.—*Hakewill* v. *White*. V. C. K., 11 W. R. 609.

WILL—MISDESCRIPTION.—A Testator, who had a wife (E.) alive at the date of his will, but living with another man—lived with a woman (S.) as his reputed wife, and by his will gave certain property to "my wife S." E. predeceased the testator.

Held, that S. took under this gift.—*Dilley* v. *Matthews*, V. C. W., 11 W. R. 614.

Practice.

TWO SUITS—ADMINISTRATION—MOTION TO STAY PROCEEDINGS.—Where two suits are instituted for the administration of the same estate, and a decree is made in one for ordinary administration, but in the other suit the prayer extends to other matters, the Court will stay proceedings in the suit in which no decree has been made, on the undertaking of all parties in the other suit to introduce into their decree the extra matter prayed by that bill, on the authority of *Gwyer* v. *Peterson*, 26 Beav. 83.—*Matthews* v. *Palmer*, V. C. K., 11 W. R. 610.

COURT OF CHANCERY.

(Before the MASTER OF THE ROLLS).

May 2.—*In re an Attorney.*—His HONOUR said that the question in this case was whether Mr. Skirrow, the taxing master, had properly disallowed an attorney's bill of costs under the following circumstances:—It appeared that Miss Smaggasdale, the eldest of six children, on the death of her father and mother was entitled to take out letters of administration to her father's estate for £400 to carry on her father's business of a tinplate worker, in order to enable her to support herself, her infant brother, and her sister. She was advised that for this purpose it would be necessary to borrow £150, which, with £34 debts due to the estate, came to her attorney's hands. In October, 1862, Miss Smaggasdale contemplated marriage, and was advised by her attorney that a marriage settlement ought to be executed, and he prepared and engrossed one accordingly, making himself sole trustee, and stipulating that he was to be paid his full costs notwithstanding his trusteeship. This deed Miss Smaggasdale refused to sign. The taxing master disallowed the costs of its preparation, inasmuch as no fair copy had ever been sent to the lady for perusal, no written instructions given, and that the estate proposed to be settled was not worth £100. His Honour said he fully concurred with the view of the matter taken by the taxing master, and confirmed his decision.

REAL PROPERTY LAW.

WILL—CROSS-REMAINDERS.—Limitation in a will to a testator's four granddaughters (by name), for their lives, in equal shares, remainder to trustees to preserve contingent remainders, remainder (in equal shares) to the children of his four granddaughters, and the heirs of their bodies, such children taking their mothers' share as tenants in common in tail, remainder to the survivor or survivors of such children, and the issue of their, his, or her bodies, and in default of issue of his granddaughters, then over—Held, affirming the decision of the Master of the Rolls, and reversing that of the Lords Justices, that cross-remainders in tail must be implied between the testator's granddaughters, and not between the children of such granddaughters.—*Atkinson* v. *Holtby*, H. of L., 11 W. R. 544.

COMMON LAW.

LIABILITY OF SHAREBROKER.

Royal Exchange Insurance Company v. *Moore*, Q. B., 11 W. R. 592.

Where a sharebroker buys shares on commission there is no warranty or undertaking by him which could make him responsible for the fraud or misconduct of the seller; but then he must make the purchase as a broker. If he has professed in the transaction to act as a principal he cannot claim the immunity incidental to his character as a broker, and so it has been held in several cases, that where a broker *sells* shares for an undisclosed principal and signs the note as though the broker himself were the real principal, he is responsible for any loss sustained by the purchaser through the fraud of such undisclosed principal. In the above-named case it was argued that this rule would not apply to *debentures* which pass by delivery, but the Court of Queen's Bench held otherwise, and decided that no distinction could be made in favour of debentures. The Court were also of opinion that it made no difference, that the purchaser was aware of the fact that the seller was acting as a broker and not as a principal.

NUISANCES REMOVAL ACT FOR ENGLAND, 1855—"GOOD AND SERVICEABLE REPAIRS."—The duty cast by 18 & 19 Vict. c. 121, s. 22, upon the "local authority" in a union in which a sewer has been made under the provisions of that Act, of keeping the same in "good and serviceable repair," does not extend to compel them to re-construct the sewer, if it has been inadequately constructed, or to adopt measures for deodorizing the sewage in order to prevent its becoming a nuisance.

It is a sufficient answer to a mandamus commanding the "local authority" under the above Act to put a sewer into good and serviceable repair, to say that, if it were so repaired, it would be a nuisance, and render the "local authority" liable to an action for nuisance.—*Reg* v. *The Guardians of the Epsom Union*, Q. B., 11 W. R. 593.

COPYHOLD—DOUBLE FINE.—Copyhold property was transferred to trustees. The surviving trustee died intestate, and his heir afterwards died without having been admitted, having devised the trust estate to his son and heir. During the duration of the trust the successive *cestuis que trust* had been admitted, and had paid the usual fines. On the death of the last of the *cestuis que trust* who had been admitted the devisee claimed to be admitted as trustee in order to carry out the objects of the trust.

Held, that he was only entitled to be admitted on payment of double fines.—*Lord Lonsborough* v. *Foster*, Q. B., 11 W. R. 593.

METROPOLITAN POLICE ACT—MEANING OF "TURNING LOOSE" CATTLE.—Cattle cannot be held to be "turned loose" within the meaning of sect. 54 of the Metropolitan Police Act, unless they are free from all control.—*Sherborn* v. *Wells*, Q. B., 11 W. R. 594.

MASTER AND SERVANT.—The action of *indebitatus*

assumpsit for work and labour will lie if a servant be engaged for a fixed period, and the master, without dismissing him, refuses to supply him with work.—*Cook* v *Sherwood*, C. P., 11 W. R. 595.

Practice.

COMMON LAW PROCEDURE ACT, 1854, s. 51—INTERROGATORIES.—It is a matter of discretion whether a defendant will be allowed to administer interrogatories to a plaintiff in ejectment, as to the character in which he sues, and the nature of the pedigree on which he relies, and he will not be allowed to do so, unless he be unable otherwise to find out the nature of the case he has to meet.—*Stoate* v. *Rew*, C. P., 11 W. R. 595.

PLEADING—DECLARATION—COUNTS—JOINDER.—The first count of a declaration was for a cause of action in which the plaintiff was not a competent witness. The second count was for a cause of action in which the plaintiff was a competent witness.

Held, that the two counts could not be joined in the same declaration.—*Sheriff* v. *Webster*, Ex., 11 W. R. 598.

COURT OF QUEEN'S BENCH.

(Sittings in Banco, before Justices CROMPTON, BLACKBURN, and MELLOR.)

May 7.—Ex parte Pitman. In the matter of an Attorney.—A report of this case will be found *ante*, p. 489. Cause was to-day shown against the rule, which had been obtained for striking the attorney off the roll, being made absolute.

The COURT discharged the rule without costs.

COURT OF COMMON PLEAS.

(Sittings in Banco, in Easter Term, before the LORD CHIEF JUSTICE and Justices WILLES, BYLES, and KEATING.)

April 30.—*In re* ——, *an Attorney.*—Mr. *Bridges* moved on affidavits, calling on an attorney of this court to answer the matters in the affidavits. It appeared that a lady, on whose behalf he moved, had an insurance policy, on which, in 1856, from the death of her husband, the attorney was entrusted to pay the premium of £58, sending her the receipt. This course was pursued till 1861, when the amount for the renewal of the policy was again entrusted to the attorney. She heard no more of it, conceiving that the amount of the renewal had been paid, when she discovered that the policy had never been renewed, and was void for want of payment of the annual renewal. She wrote to the attorney, and for a long time received no answer. At length a letter was written with an excuse, saying he had been out of town, and wishing to see her to arrange about obtaining the value of the policy to save loss, and paying her the amount by instalments. He saw her for that purpose, but had paid her nothing since, and had kept no other appointment, and she had not been able to obtain any redress or satisfaction.

The COURT granted a rule *nisi* to answer the matters in the affidavits.

COURT OF EXCHEQUER.

(Sittings in Banco, before the LORD CHIEF BARON, and Barons MARTIN, BRAMWELL, and WILDE.)

April 30.—*In re Alfred Leigh, an Attorney.*—Mr. *J. A. Russell* moved for a rule calling upon Mr. Leigh to answer the matters contained in certain affidavits.

A person named Walker had been advised by his friends that he had a legal claim to some property in Yorkshire, and this coming to the knowledge of Mr. Leigh, who is an attorney in Warwickshire, he wrote to Walker and offered to take up his case. A meeting took place between them, when certain documents were handed to Mr. Leigh, with instructions to look into them. A correspondence took place between the parties, and Walker advanced to Mr. Leigh in separate sums to carry on the suit about £130. Mr. Leigh wrote to Walker saying that everything prospered, and that he was successful, and congratulated him upon the patience he was shewing—a virtue so rare in a successful litigant; when it turned out that Mr. Leigh had been taking no steps whatever towards asserting Walker's claim to the property.

Baron BRAMWELL said,—Why are not steps being taken for false pretences?

Mr. *Russell* replied that, as Mr. Leigh was an officer of this court, it was thought right to come here.—Rule granted.

Correspondence.

COSTS OF EXAMINING WITNESS ABROAD.

The case of *Ridley* v. *Sutton*, 11 W. R. 314, is, I think, worthy of attention by the profession. This case, as your readers will recollect, involves a question as to the costs of examining a witness abroad under the circumstances disclosed in the report. The Act which regulates these matters is the 1 & 2 Will. 4, c. 22. By this Act the costs of examining a witness are made costs in the cause unless otherwise directed. The usual practice, as is well known, is not to give the costs if the depositions are not used on the trial. Now what are the circumstances of this case? The action was brought upon a marine policy of insurance, and was tried at the Liverpool Summer Assizes in 1862, when a verdict was given for the plaintiff. It was thought, as it appears, that the action would have come on for trial at the Liverpool Winter Assizes for 1861. Under this anticipation the plaintiff was advised that the evidence of a witness who was just about going to Australia was necessary on his behalf, and a judge's order was obtained for a commission, and the evidence of this witness was in due course obtained. The report of the case gives some details of circumstances which ultimately led to the postponement of the trial at the defendant's instance; and this should not, I think, be overlooked. Eventually the trial came on, and as the witness in question had returned from his voyage he was subpœnaed by the plaintiff, and examined at the trial.

The defendant used, as it seems, this witness's deposition for the purpose of contradicting his testimony. How far this was successfully used does not, as I collect, appear by the report. The master eventually disallowed the costs of the examination abroad, and the Court of Exchequer, upon a review of the question, upheld the master's view. Now this is certainly, as I venture to think—but with the deference and respect due to the Court—at least a "hard case." Had the cause come on for trial earlier, it may be assumed that the deposition would have been used. How could the plaintiff reliably calculate the return of the witness from his voyage? The decision, in its relation to mercantile actions, is evidently a serious one, examinations and foreign evidence being in such actions so commonly necessary. Again, the use of the deposition by the defendant is a circumstance which scarcely seems to have had its full weight with the Court. No doubt the general rule in these matters laid down by the Court is reasonable and fair, and on the whole works well. But there are special circumstances in this case which, having regard to the terms of the Act, render the decision unsatisfactory. By the express language of the Act the costs are made "costs in the cause" unless otherwise directed. No directions were, as it seems, given to the contrary, and the plaintiff thus gained a statutory right to his costs. In any aspect of the case the question is one which, as I suggest, should be settled by the judge at the trial. What I may call "highly artificial" constructions of statute law are dangerous.

J. CULVERHOUSE.

CRIMINAL LAW.

JUSTICES—JURISDICTION—COMPROMISE.

In re Hawkins, 11 W. R. 594.

We had occasion recently to make some observations upon the right of persons to compromise criminal charges which have actually come for adjudication before the magistrates. We then stated the result of the authorities that while condonation of a felony was not allowable, and was itself an offence, the compromise of a misdemeanour did not necessarily come within this rule. The general law of the subject was very fully discussed and finally settled in the case of *Keir* v. *Leeman*, 6 Q. B. 308. In delivering the judgment of the Court of Queen's Bench in that case Lord Denman reviewed all the authorities, and the result was to lay down a distinction between the compromise of an offence for which the injured party might recover damages in an action and an offence of a public nature. It was held that the former might be compromised even though made the subject of a criminal prosecution; but any agreement for stifling a prosecution in the latter would be invalid, on the ground of public policy: and therefore an agreement to pay the costs of a prosecution for an assault upon the plaintiff, and a riot, and of an action for wrongful levy under a *fi. fa.*—the agreement being founded partly on compromise of the

prosecution and partly on an undertaking to withdraw the execution under the *fi. fa.*—was altogether invalid. In the above-named case of *In re Hawkins* the Court of Queen's Bench held that when a complaint has been made to the magistrates of an assault with a view to an adjudication thereon, they thereby gain jurisdiction to determine the case, and the party injured cannot, by afterwards compromising the case, take away that jurisdiction.

It will be seen that the question raised in the above-named case is different from that raised in the case before Lord Denman; and assuming, as we must, that both cases are well decided, it follows that where a settlement has been made between a complainant and the defendant, after a summons has been issued by magistrates, the magistrates may insist upon going on with the case, and compel the complainant to give evidence and convict and may punish the defendant, although after the summons the parties have compromised the matter by an agreement, which as between themselves would be binding.

LARCENY—OWNERSHIP.—Upon indictment for stealing money alleged to be the money of D. B., it was proved that D. B. had the care of a store, in the occupation of an industrial society, for the sale of goods provided from funds contributed by the members, and that he was accountable for the sums received. The society was enrolled, but no trustees had been appointed, and the affairs were managed by a committee of shareholders, of which the prisoner was a member. The prisoner took the money from the till, and was convicted of the offence charged.

Held, that D. B. was sufficiently possessed of the money to support the conviction.—*Reg* v. *William Burgess*, C. C. R., 11 W. R. 602.

COMPANIES' LAW.

POWER TO MAKE CALLS.

The Ornamental Wood-work Company (Limited) v. *Brown*, Ex., 11 W. R., 600.

The great source of embarassment in considering the rights of persons dealing with companies constituted under statutory provisions arises from the circumstance that they are so constituted. It is impossible for Acts of Parliament to provide in detail for all the cases that will occur; and on the other hand it is a matter of almost equal difficulty to prevent such provisions as are necessary for the constitution and government of companies interfering with what would otherwise be the obvious rights of members of the partnership or of strangers dealing with it. The result is that the utmost caution is sometimes required in determining not only what are the rights of these respective parties, but what is the mode of enforcing them. The above-named case is a forcible illustration in point. A limited company sued a shareholder for calls, and he pleaded as follows:—"That by the memorandum of association of the company, and upon the certificate of incorporation, it was stated that the capital of the company was to be £30,000, in 6,000 shares of £5 each; that the defendant applied for and accepted shares on the faith that such statement was true, and would not otherwise have accepted such shares, and that he never agreed to be the holder of shares in a company whose capital and shares was of less amount, and that the defendant never was a shareholder in the plaintiffs' company except under and by virtue of his aforesaid application; that the said intended capital of the plaintiffs' company never was or could be raised, and that the said number of shares never were subscribed for, or applied for, or accepted, but only a small and insufficient portion thereof, and less than one-half, and that the company in which the defendant accepted such shares was never formed; and that the defendant never, after he accepted the said shares, agreed or consented that the intended company should commence business with the said number of shares, the same being too small, and that the defendant never derived any profit or advantage from the company."

There is little room for doubt that if this were the case of an ordinary partnership contract, such a plea, substantially, would be held good in answer to a declaration for non-payment of a sum covenanted to be contributed to the partnership fund, or to be paid to the other partners themselves; and so also doubtless it would be to an action on behalf of a company incorporated by private Act of Parliament, or otherwise than under one of the Joint Stock Companies Acts. But these Acts contain express provisions conferring statutory rights upon companies, to which, of course, Courts are bound to give effect in cases where, but for those statutory provisions, the effect of the decisions would be very different. In the above-named case the Court of Exchequer overruled the demurrer, on the ground that the company was entitled to make calls whenever it was formed and registered in compliance with the provisions of the statute.

The question raised in *The Hornbeach Coal Company (Limited)* v. *Teague*, Ex., 8 W. R. 264, though apparently similar to that raised in the above-named case, was in reality very different. There a call was not enforced against a shareholder, but the judgment of the Court proceeded upon the ground that the call was not properly made according to the articles of association. Martin, B., however, in that case expressed a strong opinion that where hardly a fourth of the shares were taken up it was not competent to a small fraction of the shareholders to insist on carrying on the company, and to make a call upon the limited body of shareholders; and the doubt there expressed by that learned judge probably suggested the plea above set out. The more recent decision of the Court of Exchequer, however, was unanimous and decisive upon this point; so that now it may be taken as well settled that wherever a sufficient number of persons—namely, seven—procure registration of a company, and proceed strictly according to the provisions of the Act, they may carry on the company and enforce calls, although but a very small number of shares have been allotted. It must not however be assumed that the shareholders in such a case are remediless, because they cannot make use of such a plea as the defendant in the above-named case pleaded. If there has been any material misrepresentation in the prospectus as to the number of shares already subscribed for or otherwise, persons who have subscribed for shares on the faith of such representations will be entitled to recover back what they have so subscribed from the persons who made the misrepresentations, and there will be a right in the person so deceived either to have the contract made good or to have it declared void; and where the fraudulent misrepresentation has been by a company or by its directors, a court of equity will relieve the shareholder from his contract. But where there has been in fact no misrepresentation in the prospectus, and the only question is whether a company with a very small number of shares subscribed for can proceed to carry on its business against the wish of some of its shareholders, it is one which will now have to be determined by a court of equity, seeing that the Court of Exchequer has laid it down absolutely that even though there may be only seven shareholders holding comparatively a few shares a company may be carried on, and calls may be enforced. It is not unlikely that in such a case a court of equity would not deem itself prevented by the statute from restraining the enforcement of a call, or else would wind up the company when it was quite certain that it could not properly carry on its business.

WINDING-UP—CONTRIBUTORY.—Upon an application to remove the name of an alleged shareholder in a joint stock company from the list of contributories—Held (on appeal from the Commissioner in Bankruptcy), that the register was not conclusive evidence of holding when it appeared that the shares had not been accepted, and that the name must be removed from the register. Held, also, that to enable the Court to entertain the application, the

motion must be entitled in Chancery as well as Bankruptcy.—*Ex parte Fox, Re The Mosely G. C. Company (Limited)*, L. C. 11 W. R., 577.

ADMIRALTY LAW.

Bottomry bond—Lex loci contractus.—*Semble.*—The Court of Admiralty, in deciding on the validity or invalidity of a bottomry bond, will be governed by the general maritime law, and not by the *lex loci contractûs*, or the law of the country to which the ship belongs.

The master being unable to prosecute his voyage without resorting to the hypothecation of the cargo, is not bound to tranship the cargo.

It is the duty of the master, when it is practicable, to communicate or to attempt to communicate with the owners of the cargo before hypothecating it, although it be very doubtful whether he can receive an answer from them in any reasonable time. The circumstance that the master must or ought to have known at the time when he negotiated and executed the bond that it would exhaust the whole of the cargo, makes it especially incumbent on him to do so.—*The "Hamburg,"* 11 W. R. 547.

Jurisdiction of Court—Appearance—Jurisdiction of Justices.—Where the defendant intends to object to the jurisdiction of the Court on the ground of the value of the property salved he ought to enter an appearance under protest; but if he appears absolutely, and raises the objection after the petition is filed, the Court will entertain it, but will not give him costs.

Where there is a dispute between the salvors and a mortgagee of a vessel, the justices have jurisdiction under the 460th section of the Merchant Shipping Act.—*The "Louisa,"* 11 W. R. 614.

DIVORCE AND MATRIMONIAL LAW.

Condonation—Revival.—An offer by a wife to condone, coupled with a condition which the husband refuses to comply with, does not amount to condonation, although she may have returned to the husband's house. Where a wife who had separated from her husband on the ground of his cruelty, abstained from instituting a suit as long as her husband allowed her children to visit her, and instituted it after the lapse of several years in consequence of his refusal to allow them to visit her any longer, the Court held that she was entitled to a decree notwithstanding the lapse of time, and distinguished the case from that of *Matthews* v. *Matthews*.—*Cooke* v. *Cooke*, 11 W. R. 589.

APPOINTMENTS.

Mr. Holloway, of the Madras Civil Service, has been appointed a puisne judge of the High Court at Madras.

Mr. Peter Edward Hansell, of Norwich, has been appointed a perpetual commissioner for taking the acknowledgments of deeds by married women, for the city of Norwich, and county of the same city, also in and for the county of Norfolk.

GENERAL CORRESPONDENCE.

Execution of Deed.

A., B., and C., brothers and sister, are the owners of an estate as tenants in common. C.'s share was on her marriage conveyed to trustees upon the usual trusts. One of the trustees is her brother B. A. makes his will and appoints his brother B. and his eldest son trustees and executors thereof. After the death of A. and C. it is agreed to sell the estate, which is done in several lots, and B. is of course made a party to the conveyances—first, in respect of his own third share; second, with the other trustee in respect of his brother A.'s third share; and third, with the other trustees in respect of C.'s third share. The question arises whether B. ought to execute the deeds three times, in the several capacities in which he acts. Some of the solicitors engaged for the purchasers only required him to execute once, but two of them made him execute three times. Which is correct? Is there any case that has been decided hereon? Leguleius.

May 5.

Stamps.

I shall be obliged by any of your readers favouring me with a reply to the following queries:—

1. Does the 23 Vict. c. 15, s. 8, authorise my using a sixpenny adhesive stamp to an agreement at the end of conditions of sale by auction of a freehold estate?

2. Does a statutory declaration under the same Act (in lieu of an affidavit), verifying a point of title on sale of an estate, require a stamp? J. Norton.

Monmouth, May 2.

Certificate Duty.

I have read, copied into a local paper of this morning's date, your most useful article on this important subject, and, in compliance with your excellent suggestion, hereby authorise you to affix my name to the petition. I do not know whether the Irish solicitors, as a body, are taking any part in the movement, but as I am one of those most interested in the abolition of the tax I wish to do my part individually without delay. You estimate the tax at 4 per cent. on the income (average of course) of the profession, but it is in some years more than 20 per cent. on some members of the profession, so fluctuating and precarious are our incomes since the changes in practice to which you allude.

Dublin, May 9, 1863, An Irish Solicitor.

[We have prepared a separate petition for the Irish solicitors, who can forward us their signatures on sheets of draft paper to be attached to the petition. The form of the petition will be *mutatis mutandis* the same as that for the English members of the profession. See *ante*, p. 456.]

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

Friday, May 1.

Vice Admiralty Courts.

The Duke of Newcastle, in moving the second reading of this bill, explained that its chief object was to remove the irregularities and inconveniences arising from the existing state of the law with regard to the appointment of judges in the Vice-Admiralty Courts in the colonies. The small amount of business in these courts rendered it necessary that the judges should discharge other functions. Whenever a judgeship in the Vice-Admiralty Court became vacant notice had to be sent home, and months often intervened before a new appointment was made, during which time there was a cessation of the functions of the judge. The bill proposed reserving to the Board of Admiralty at home its full powers of approving or rejecting the appointment; that the governor in each colony should fill up the vacancy, and that the chief judge of the colony should be judge of the Vice-Admiralty Court, with power to appoint his registrar. The bill had been drawn by Mr. Rothery, registrar of the High Court of Admiralty.

Lord Chelmsford agreed that the bill had been drawn in an admirable manner, and that it could not have been entrusted to abler hands than Mr. Rothery's.

The bill was then read a second time.

Thursday, May 7.

Corrupt Practices at Elections Bill.

On the House going into committee on this bill,

Lord Lyveden moved the re-introduction of the clause disqualifying agents from voting.

Earl Russell did not think there would be any efficacy in the clause.

Lord Ebury said that if a check was to be put upon corruption, it was necessary to disqualify agents from voting.

Their Lordships divided when their appeared,

For the clause	52
Against	66
Majority	14

Vice-Admiralty Courts Bill.

This bill was read a third time and passed.

Charging Entailed Estates for Railways.

Lord Redesdale moved the following resolution:—"That the principle of charging entailed estates for railways involves questions of too much nicety and importance to be sanctioned by Parliament otherwise than by public legislation."

After some discussion the resolution was agreed to.

HOUSE OF COMMONS.

Tuesday, May 5.

Volunteer Corps.

The Marquis of Hartington obtained leave to bring in a bill to consolidate and amend the law relating to volunteer corps.

Jurors' Remuneration Bill.

This bill passed through committee.

Writs Prohibition Bill.

On the order of the day for the second reading of this bill,

Mr. Bouverie, finding the opposition with which it was threatened of too serious a character, begged to move that the order be discharged. This was agreed to, and the bill was accordingly withdrawn.

Thursday, May 7.

Stock Certificate to Bearer Bill.

The adjourned debate on consideration of this bill as amended was resumed; and

The Chancellor of the Exchequer introduced a new clause, extending the operation of the measure to Ireland.

Mr. Hunt proposed an amendment of Clause 4, which allowed trustees to hold certificates to bearer for trust money. He maintained that there was no occasion for trustees to deal with their stocks in that manner. He wished to prohibit them having such certificates, and therefore he moved the omission of the words "unless he is authorised to do so by the terms of his trust," which would amount to an absolute prohibition.

The Chancellor of the Exchequer pointed out that the adoption of the amendment would restrain unduly the person making a trust.

Mr. Alderman Salomons said that it would materially interfere with the working of a bank with which he was connected.

After a few words from the Attorney-General,

The amendment was negatived.

The remaining clauses were agreed to, and the third reading fixed for Monday.

Jurors' Remuneration Bill.

This bill was read a third time.

Partnership Law Amendment Bill.

Mr. Scholefield moved to nominate the committee on this bill.

After a few words from Mr. Buchannan, Sir P. O'Brien, and Mr. Vance,

Mr. Buchanan moved that the house be counted, and there not being forty members present, the house adjourned.

Civil Service Estimates.

(*Concluded from page 458*).

8.—*Expenses of County Courts.*

An estimate of the sum required to be voted in the year ending 31st March, 1864, for salaries and expenses connected with the county courts,

	1863-4. £	1862-3. £
Salaries of 23 treasurers, viz. { 14 at £850 / 9 at £700 }	18,200	18,050
Travelling expenses of judges	15,000	15,000
Travelling expenses of treasurers and their clerks	5,000	5,000
Allowance to 23 treasurers for salaries of clerks	4,150	4,100
Salaries of superintendent of county court department, assistant to ditto, registrar of judgments and his clerks (A.)	2,255	2,215
Rents, &c. of court houses and offices £19,830		
Salaries of ushers, &c. 8,348		
Account books 4,309		
Stationery 2,500		
Printed forms and processes 7,000		
Incidental expenses 10,000		
	51,987	51,000
Building and repairing court houses	22,000	30,000
Difference between estimated amount of fee fund and the salaries to registrars and salaries and allowances to high bailiffs, for the ensuing year	44,000	55,000
Annuities, by way of compensation, to displaced registrars	3,418	3,418
	£166,010	£183,783

(A.)

Numbers. 1863-4.		1863-4. £	1862-3. £
1	Superintendent	775	750
1	Assistant	410	390
1	Registrar of county court judgments	700	700
1	First clerk	225	225
1	Second clerk	150	150
	Totals	£2,255	£2,215

	1862. £	1861. £
Salaries of registrars of the 502 courts £184,462		
Salaries and allowances of high bailiffs 131,112		
	315,574	312,895
Total of fees received in courts	267,137	257,884
Deficiency	£48,437	£55,011

Note.—In addition to the above, the following sums are annually charged on the Consolidated Fund, viz.:—

Salaries of the judges	£76,000
Compensations under 9 & 10 Vict. c. 95	9,400
	£85,400

9.—*Land Registry Office.*

An estimate of the sum required to be voted in the year ending 31st March, 1864, to defray the charge for the salaries and contingent expenses of the Office of Land Registry, under the Act 25 & 26 Vict. c. 53.

Numbers. 1863-4.		1863-4. £	s.	d.
1	Registrar	2,500	0	0
1	Assistant registrar	1,500	0	0
1	Chief clerk	400	0	0
1	Second clerk	250	0	0
1	House porter	80	0	0
1	Housekeeper	50	0	0
	Incidental expenses	250	0	0
		£5,030	0	0
Salaries of the registrar, assistant registrar, and clerks, from 12th August, 1862, to 31st March, 1863		2,957	1	5
Salaries of house porter and housekeeper, from 12th October, 1862, to 31st March, 1863		93	4	7
Incidental expenses, from 12th October, 1862, to 31st March, 1863		250	0	0
		£3,330	6	0

Pending Measures of Legislation.

Church Building and Parishes Bill.

A bill has been introduced into the House of Commons by the Solicitor-General for consolidating and amending the Church Building Acts and New Parishes Acts. It is divided into seventeen parts, one of which is entirely occupied with provisions for letting pews and the application of pew-rents. There is a prohibition against breaking up the pavement of any church erected under the Church Building Acts, the New Parishes Acts, or this bill, for the purpose of burial, or the making any grave in the churchyard within twenty feet of the church; but the bill is not to extend to prevent burial in any vault, wholly arched with brick or stone, which may have been constructed for such purposes under any church, and to which the only access is by steps outside the external walls. The Bill contains 407 clauses, and is a substitute for the whole or part of twenty-six existing Acts of Parliament.

PROVINCES.

HUDDERSFIELD.—At the Huddersfield County Court, on the 30th ult., at the close of business, an address, signed by the solicitors attending the court, was presented to the judge, Mr. James Stansfeld, father of the member for Halifax, congratulating him on the promotion of his son to office. Mr. Stansfeld was much moved by the incident, and, in responding, said that at one time he regretted that his son had not entered upon the sphere of professional life for which he had intended him, viz., the Bar, but he might now see things in a different light. Perhaps, after all, his son had entered upon the right course. He hoped he would go on and be a blessing to his country.

LIVERPOOL.—An action was tried at the Liverpool County Court on the 30th ult, in which Mr. Atkinson, provision merchant, of Liverpool, was plaintiff, and Mr. Thomas S. Smith, attorney, practising in the same town, was defendant. It appeared from the evidence adduced on behalf of the plaintiff that a few months ago a debt to the amount of £26 13s. 5d. was transferred to the plaintiff, who brought an action through the defendant to recover the amount. The defendant in the action made an offer, however, to settle the debt before the case was tried, on condition that £3 should be deducted from the amount. When the offer was made to the present defendant he represented to the plaintiff that he was asked to deduct £16 from the amount, and also stated that the costs would be about £16. The plaintiff objected to a deduction of £16, as this, with the costs, would have absorbed the whole debt, but said he did not object to a compromise and a fair deduction of three or five pounds. Subsequently the defendant told the plaintiff that he wanted £16 for costs which had already been incurred, and said there would be no chance of his succeeding in the action. Upon the faith of this statement the plaintiff then entered into the following agreement, which the defendant drew up:—"In consideration of you giving up to me whatever I may receive in this action, I hereby hold you harmless and indemnified from all costs, charges, and expenses in respect of the said action, or any other concerning the same." After this document had been signed by the plaintiff the defendant obtained a settlement of the debt upon very advantageous terms to himself. For the plaintiff it was contended that though these terms were offered to the defendant on the very day that the document was drawn up he concealed the fact from his client. The jury decided, under the direction of the judge, that the document was legally void, and that the defendant had induced the plaintiff to transfer the debt to himself, by concealing the advantageous offer which had been previously made for the plaintiff's acceptance. A verdict was then given for the plaintiff for the amount claimed.

WAKEFIELD.—The vacancy in the important and lucrative office of registrar of deeds, conveyances, and wills within the West Riding of Yorkshire was filled up, on Monday last, at the Court-house, Wakefield, by the unopposed election of the Hon. George Edwin Lascelles, of Moor-hill, near Leeds, brother of the Earl of Harewood, Major Fawkes, stamp distributor, at Sheffield, Mr. Lascelles' only competitor, having previously withdrawn. Notwithstanding that Mr. Lascelles' good fortune was a foregone conclusion, there was a good attendance of magistrates and other freeholders. At the last quarter sessions for the Riding five magistrates were appointed to conduct the election, which the Act of Parliament requires to be by ballot, but that the ballot here meant is not a secret ystem of voting will be evident from the proceedings. In the first place, the high constables were called upon to acknowledge that at a full market in every market town within their several wapentakes, and in the most public places of resort thereof, they had read the order of sessions fixing the time and place of election. The crier of the court then called upon the candidates to declare themselves before the scrutators, and also bade all electors who intended to ballot or vote at the election to draw near and give their attendance. According to a lithographed programme the next proceeding was for the candidates, by themselves or agents, to declare themselves. Mr. R. Tennant, solicitor, then announced that the Hon. G. E. Lascelles was a candidate for the office in question. Although no other candidate was proposed, Mr. Wheatley Balme, chairman of the scrutators, declared the poll to be open. In a few minutes twenty-four freeholders voted for Mr. Lascelles, each producing a card stating his name, place of abode, and the situation of his freehold or freeholds. Having handed his card to the clerk of the peace, he demanded in return a pink ticket representing a vote for Mr. Lascelles, and that he deposited in a glass jar which was pl ced openly before the whole assembly. After these twenty-four had voted there was a pause, and the crier called aloud for any other freeholder to come forward, as the election was about to be closed. A few minutes having transpired without any other vote being tendered, the chairman of the scrutators declared the poll closed. The votes were then cast up and transcribed into a poll-book, after which a notice in writing was affixed in the full view of the electors declaring that Mr. Lascelles had a majority of twenty-four votes. The chairman also said:—"We find that there are votes for Mr. Lascelles twenty-four; for any other candidate we find none. I declare, therefore, the Hon. G. E. Lascelles to be duly elected registrar for the West Riding." Mr. Lascelles received the congratulations of his friends, and took the oaths prescribed by a statute of Queen Anne for the occasion. Being called for by the freeholders present, he delivered a short address, assuring his supporters that they should have no cause to regret placing him in the position to which he had been elected. Mr. J. E. Dibb, the late deputy registrar, was then re-appointed deputy by Mr. Lascelles. He also at once took the oath. The proceedings, which have been without a precedent for more than twenty years, were then brought to a close by a vote of thanks to the scrutators, and a letter being read from Sir J. W. Ramsden, Bart, M.P., in which he informed the electors that he intended at an early opportunity to move the appointment of a committee of magistrates with a view to amending the duties and emoluments of the registrar and to establishing a better mode of making the appointment.

It appears from a return recently made to Parliament that the gross fees received by the Registrar in the last three years have averaged £2,443, and the Registrar's fees £1,630 a year.

IRELAND.

A numerous meeting of solicitors and attorneys was held last week at the Solicitors'-buildings, Four Courts, to consider the provisions of the Assurance Registration Bill now before Parliament. The chair was occupied by Mr. Orpen, president of the Incorporated Society. Mr. T. Macrory moved a resolution which described the bill as "fraught with danger to the security and rights of persons interested in lands in Ireland." He objected to the enormous changes that would be made in using the ordnance maps and printing the deeds and memorials. Mr. Dix also thought the bill was fraught with danger, and that the present system had worked very well for 150 years. Mr. Fyffe moved, and Mr. Littledale seconded, an amendment to the effect that the meeting approved putting the office under the Landed Estates Court, and wishing to have the bill sent to a select committee in order to get it freed from objectionable provisions. They recommended that the office should be put under the Landed Estates Court, a matter which had been carefully considered by the sub-committee of the Incorporated Society of Solicitors, who had approved the proposed changes. Mr. Whiteside, too, had spoken in favour of connecting the registration of deeds with the Landed Estates Court. Mr. Cantwell strongly condemned the bill. Mr. Gibson differed from him, believing that the bill contained provisions that would be useful. Other gentlemen having addressed the meeting, the amendment was put and rejected, and the original resolution against the bill passed with only two dissentient voices. Other resolutions to the same effect, including one authorising the society to give the measure a vigorous opposition, were adopted unanimously; and the meeting expressed their satisfaction at the working of the present system. The arrears in the register office have been worked off by the temporary employment of extra clerks, and the same aid could be called in whenever there was a pressure. The proposed printing of the deeds and memorials is regarded as very objectionable, as rendering more accessible to the public information that the parties would prefer keeping private.

Recently, in that favoured part of the County Tipperary, known by the name of "The Golden Vein," some tenant-right transactions have occurred which will prove the anxiety that exists in that locality for the possession of land. The subjoined statements are made upon well-informed local authority, and are somewhat astonishing in the face of all the outcry about distress and want of money amongst the agricultural classes. A farmer named Burke, holding from A. L. Sadleir a farm of forty acres of land near Shrough, under a lease for lives, at £2 per acre, sold his "interest" in this farm. The in-coming tenant gave him £800. Another farmer named Morgan O'Brien, who held land at Emly, got from one John Neill, a man in apparently humble circumstances, £950 for

his interest in his small holding. Those two cases have reference, certainly, to very luxuriant land. At Kilmallock, County Limerick, about the same time, the interest in a farm, held under a lease for lives, at 55s. per acre, was sold by Mr. Michael Hartigan at a public auction for £875. Adjacent to the town of Tipperary, the interest in a farm of but fourteen acres, held at £2 per acre, under the Smith Barry trustees, was in the market. No lease was in existence, and yet a farmer named John Guinane gave £250 to the out-going tenant for the privilege of being declared successor. The soil must be rich indeed, and the circumstances surrounding these several localities very inviting, to induce such large premiums for "tenant-right."

FOREIGN TRIBUNALS & JURISPRUDENCE

FRANCE.

Imprisonment for Debt Statistics.

Some curious statistics have been collected on the subject of imprisonment for debt in France, with the view of inducing the Government to make some change in the existing practice, and to adopt the English improvements. It appears from official returns that, between the years 1823 and 1833, 25,307 men and 1,345 women have been arrested for debt, so that in that short space of time the 700th part of the population have been incarcerated. During the same period there were 13,337 men and 2,853 women imprisoned for fines or costs due to the State, which makes 632 men and 33 women arrested daily for debts to individuals, and 333 men and 71 women arrested daily for debts due to the State.

Of the entire number, 7,955 prisoners belong to the department of the Seine; the other departments figure for smaller numbers. The Rhone returns one prisoner for debt for 541 inhabitants; the Calvados one for 596; the Morbihan one for 43,352; the Deux Sevres one for 73,712 inhabitants. Of 1,232 prisoners for debt in the Rue de Clichy, 259 are inhabitants of Paris, and 802 are from the provinces, who, to avoid scandal at home, came to Paris to be arrested. Of these 1,232 prisoners, 343 are unmarried, 29 widowers without children, 63 widowers with children, 171 married men without children, 580 married with children. These curious returns show, further, that the great majority of the prisoners are detained at the suit of one creditor, and further, that the debts in general are for small sums; that imprisonment has not produced the payment of many of the debts; the inutility of expending so much money for costs; and the inefficacy of imprisonment to procure the payment of the debts.

Reunions and Associations.

The *Courrier du Dimanche* recently published the resolutions adopted by a meeting of jurisconsults, who were nineteen in number, on the subject of the warnings to journalists and electors against forming electoral committees. The object with which the formation of committees is forbidden is of course to prevent unity of action on the part of the electors, and thus secure to that vast machine, the centre of which is at the Tuileries, an overwhelmning power. If letters are written by the non-dependent candidates to their supporters, and *vice versâ*, they will be seized at the post-office, and their writers prosecuted for being members of secret societies, for inciting to hatred, &c., against the Government, or for intriguing unlawfully against it. M. Dufaure, the *bâtonier* of the Paris Bar, M. Berryer, and eleven others, have signed the protest against this act of tyranny, which they make no secret of saying is as illegal as it is inequitable. The most eminent commentators on the Code Napoléon and those codes which have recently grown out of it make a wide distinction between reunions and associations. The former are permitted — that is to say, they are not forbidden—whilst the latter are prohibited. M. Faustin Helie, in his "Theory of the Penal Code," thus draws the line of demarcation between them—"reunions spring from unforeseen, instantaneous, and temporary events; associations, on the contrary, have a given and permanent end in view; to reunite is to meet together for mutual enlightenment, to associate is to meet for the purpose of concerting and of acting together." The Chamber of Peers and the Chamber of Deputies, in 1834, both gave the same construction to the terms "reunite" and "associate."

The Imperial Court of Montpellier has recently been called on to hear an appeal, in which the point in dispute was the *exacta quæstio* whether a frog is a fish. The judgment was affirmative, and those persons who have hitherto thought that they might catch frogs at all seasons, in private or public waters, will now see that they have been mistaken.

TURKEY.

We are indebted to a correspondent—an English lawyer of considerable experience and good judgment—for the following interesting communication. It fully bears out the views which have been frequently advanced in our columns of the importance of appointing none but properly trained lawyers to important consulships, especially in the Levant.

Constantinople, April 20, 1863.

Whilst staying in this city, I took the opportunity of attending the Consular Court, but had not the good fortune to hear any case of professional importance or interest. However, the various matters disposed of by the Court were argued and adjudicated with as much gravity and decorum as in Westminster Hall. Business is chiefly conducted in English, but sometimes in French or Italian. For some years after the Crimean war there was a great deal of lucrative legal practice here; but now this exceptional state of things is over, and the business has diminished to what may be considered its normal proportions. There are now very few English cases brought into court, and I was told by practising counsel and solicitors, that the English law business of the community here is inconsiderable. There has been much agitation lately amongst the English community in Turkey as to the new order in council for regulating the consular courts, and the new rules of court lately promulgated. The order in council has imposed a new charge on British subjects in Turkey, in the form of a registration fee of five shillings payable annually by every British subject of the age of twenty-one years and upwards, and also by those under that age who are or have been married. This fee is stigmatized as a poll tax, and a great proportion of the English community refuse to pay it. Of those who have paid many are said to be Levantines of whose right to British protection there might be doubts. I believe all the lawyers have paid the registration fee, although several have expressed their opinion of its illegality. Several merchants have expressed their fears that the 5s. might be increased to £5 or any other amount in order to make up for the probable loss of fees on handing over to Greece the Ionians, who form the greater part of the people under the British protection, the proper English community being very small. It is rumoured that Sir Edmund Hornby, the chief judge, considers the exaction of the fee impolitic. Another objection made to the rules is that the table of fees of court is on too high a scale, for which there seems to be some foundation as to particular fees. Some of the persons I have spoken to on these subjects have an ignorant prejudice against English judges and lawyers, and even against English law. I can give you no notion of the rabid nonsense I have heard on these subjects. Some are for the adoption of the French codes, which I have reason to think they have not read. Two men of the highest position in the community would prefer Turkish law to English, I suppose because the wealthy and powerful generally have their own way in Mahometan courts; others are for local customs and natural equity, and justice to be administered by merchant assessors, the present judges to be converted into law clerks for the purpose of giving private advice to the assessors when required, and reducing the judgments of the assessors into a formal shape. They wish the jurisdiction of these assessors to include all causes and matters, civil and criminal, with all the powers of the highest courts at home. If these gentlemen had their way, the effect would be to hand over the English community in Turkey to be governed by an oligarchy of the very worst description. Even in the principal cities of Constantinople and Smyrna there are very few merchants of sufficient intelligence and position to qualify them for the functions of judges, or even of inferior magistrates; and there is no certainty that the Government at home would be enabled to select those very few men who might have some of the necessary qualifications. It is more than probable that any gentlemen selected would prove unqualified for their duties. People at home have no idea of the extent to which personal differences and animosities and private scandal and backbiting are carried in these small communities. Here almost every person in the community is known to the others, and most persons have some gross scandals to tell you affecting the character of their friends. Every person has formed some opinion, good or bad, of his neighbours. The great merchants, I should suppose, are the centres to whom all scandals are ultimately communicated. If any of these gentlemen were made judges, they would try almost every case with a prejudice most detrimental to the administration of justice, and would be liable to try their personal enemies for old offences instead of disposing of the matter at

issue on its own merits. It is almost unnecessary to say that trial by jury on the basis of a jury list, including every qualified Englishman, is opposed by the persons I have referred to, who would place themselves in the position of judge and jury with the power of administering natural equity—*i.e.*, acting according to their own will and pleasure, untrammelled by any law or constitutional check. Legal judges, chosen from the English Bar, are not open to these objections; and from personal interviews with the judges at Constantinople and Smyrna, and observation of their manner of conducting business and administering justice, I am satisfied that the present system ought to be maintained, and that the judges are entitled to the loyal support of the community. The only solid objection to it that I have seen is, that there are two sets of officers in the three chief cities, the consuls and the legal vice-consuls, or judges, and the work is not more than enough for one high officer, and two large salaries are paid where one would suffice. The remedy for this is to appoint lawyers to every consulship where this judicial jurisdiction exists. This would save several high salaries, give the judges more weight with the other consuls and the Turkish Government, and put a stop to the defects in the administration of justice at those consulates where there is no legal vice-consul. The duties of a consul in these countries are almost entirely such as a mere merchant or foreign office clerk is unfitted to fulfil, and which require that kind of education which is possessed only by lawyers. In some cases most ridiculous failures of justice have occurred from pure ignorance, through the trial of suits by the unqualified consular persons; and it is reasonable to suppose that these would increase in number and hardship under mercantile assessors of the kind suggested. I do not see any objection to the rules of the court on the ground of complexity. On the contrary, the system of procedure and practice is as simple as could well be devised, and I am not aware that any great improvement could be made, unless in some minor details; but at present the rules are newly published, and the system has not yet had a fair trial.

AMERICA.

Mr. Edwin James.

Mr. Edwin James has been engaged as counsel for the defence of one Radsey, the murderer of a diamond merchant, Sigismund Fellner, about two years ago. We extract the following on the subject from a recent communication from the New York correspondent of the *Standard*:—"Edwin James, the great Bon English lawyer, is engaged for the defence. He has now all the principal criminal cases. By the way, he works cheap. It came out that he defended Lewis (who was recently hung at Trenton) for his watch! James good naturedly gave it to the wife of Lewis. I suppose reputation is what James wants more than money. He can make more money in one night at the faro bank of Jack Morrissey than he can make in defending all our poor murderers. As a general rule the lawyers of our courts do not like Edwin James. He is too smart for them."

CALIFORNIA.

Two of the judges in the interior have decided against the despised "greenbacks," "that they are not a legal currency." The matter is before the Supreme Court of the State for adjudication, and until a decision is had the present perplexity must continue. The interminable question of "State's rights" is involved, for the Constitution of California prohibits a paper-money circulation, so that if the Courts decide in favour of "greenbacks" a conflict between the State Constitution and the Federal law will ensue.

REVIEWS.

Notanda in Law, Equity, Bankruptcy, Admiralty, Divorce, and Probate Cases. By Tenison Edwards, Esq., of the Inner Temple, Barrister-at-Law. No. 1.—Day, Carey-street.

"When found make a note of" would be a suitable motto for lawyers generally, for whether the matter of investigation be law or fact, and whether the investigator be counsel or attorney, a neat and methodical habit of noting is equally important. In old times we believe it was very much the habit of lawyers, especially chamber counsel, to note up recent decisions in the reports of the older cases which were thereby affected. They were however generally obliged to content themselves with writing the name of the new case at the top or bottom or in the margin of former cases, and few men, after they had sufficient occupation of a more profitable kind, were not contented to relegate to a clerk this irksome task. In more modern times, when the number of cases reported has increased more than tenfold, and new editions of text-books are much more frequent, many lawyers have all but given up the hopeless effort of posting up their volumes of reports with even the names of the new cases. Probably not fewer than fifteen hundred cases in all the courts are now annually reported, and the labour of writing so many names, some of them two or three times over, in order to keep oneself posted up in current law would be of itself almost a sufficient task for an ordinary person. It is no wonder, therefore, that the exigency should have produced such a publication as *Notanda*, the plan of which we shall describe in the language of its author.

"The question is—how can the practitioner with the greatest facility make himself acquainted with the latest decisions upon any given subject? And my reply is—by looking, not through a dozen annual digests, but by looking to the standard text-books, such as Sugden's Vend. and Purch., Williams on Executors, Jarman on Wills, &c., and there, in juxtaposition with the topics treated of, and on the very page where the author in his next edition would introduce the modern decisions, to find clear and intelligible notes of such decisions as have been come to upon the particular topic since the edition of the work. Or, if the question turn upon the construction of a statute, to turn to the section of that statute, and there to find like clear and intelligible notes of the decisions upon that particular section. I have explained my plan in answering the above question, and I have no fear of a contradiction from any practical man. A little further development and I have stated my plan. I read every judicial decision of the Queen's Courts in England and Ireland reported in the authorised and unauthorised reports, and I make from them, or such of them as are of any value, notes of the result of the decisions in the shortest, most pithy, and suggestive language that I can select; such, in fact, as I should write into my own text-books or statutes. I head the note, in the case of the construction of a statute, with the statute and the section; and in the case of it not being upon the construction of a statute, I head it with a standard text-book upon the particular subject, with the paging or other reference, such as part, chapter, and section, where the note should be placed; and, lest the edition of that book in the subscriber's library should not be the same as that from which I take my reference, I will also say, 'citing such and such a leading case,' by which means the proper reference may easily be found out by the table of cases in the text-book, and the leading case referred to may also have a note placed in its margin, if the subscriber should have a library of reports. These little notes are printed in very clear type, on one side only of the paper, and are intended to be severed from each other, and placed, by means of paste or gum, according to the reference at the head of each note. There are four modes in which these notes may be used. They may be affixed to the page of the book referred to, they may be copied by the clerk into the page of the book, they may be affixed to a blank page inserted in the text-book, or they may be numbered and inserted on blank sheets at the end of the book, placing a reference by its number at the page or place referred to. I take it that if a man has in his library the practical statutes of the present and last reigns, together with a dozen, or even less, of the standard text-books of the day, and that he places, or causes to be placed these little notes where directed, he can at once lay his hands upon nine-tenths of all the modern cases, and indeed upon all the cases of ordinary practical utility. It is to be remembered that even should the subscriber not have the text-book to which I refer, yet if he have one on the same subject he may generally find the proper place in his own text-book by the topic, and the leading case cited in my text-book. I will carefully select such text-books for my references as I find best arranged as to matter and index. And having so done I will invariably refer to them, unless in exceptional cases; but should I refer to a text-book other than my regular one, I will also give a reference to my regular text-book."

We have received the first number of this publication and can testify to its accuracy and usefulness. Its main utility we think will be found in its application to the statutes, and a still further improvement might probably be made in this department, if the editor were to add notes upon *amending* statutes, which might be used in a manner similar to the notes of reported decisions.

The Solicitors' Journal Conveyancers' Stamp Duties. By FREDERICK STROUD, Author of "The County Court Practice in Bankruptcy," "The Practical Law of Bills of Sale," &c. "Solicitors' Journal" office. 1863.

This is the most convenient and intelligible manual on conveyancing stamp duties that has ever been published. It shows at a glance in a tabular form not only the actual condition of the law, but also its chronology; so that, in reading an abstract of title, one can instantly see whether the stamps are sufficient or not, having regard to the date of the instrument.

Questions for Law Students on the Fifth Edition of Mr. Serjeant Stephen's New Commentaries on the Laws of England. By JAMES STEPHEN, Esq., LL.D., of the Middle Temple, Barrister-at-Law. Butterworths. 1863.

Mr. James Stephen, the son of Serjeant Stephen, and a gentleman who is himself of considerable reputation as a legal author, prepared for the press the last edition of his father's great work, "Commentaries on the Laws of England," and he has now published a volume of questions on that work, intended for the use of law students. Mr. Stephen's experience as the professor of English law at King's College is a sufficient guarantee of his peculiar qualifications for such an undertaking. These questions are calculated to be of great assistance to beginners in law, as they are skilfully framed by an experienced teacher of the science. Articled clerks will find here all the help of this kind that they require.

The Law Magazine and Law Review, for May, 1863. Butterworths.

The last number of this periodical commences with a reprint of Mr. Shaw Lefevre's admirable and elaborate essay on the "Discipline of the Bar," which was read by him in February last before the Law Amendment Society, and of which a very full account was given by us at the time, and also contains some well written reviews; an interesting biography of Savigny, the German jurist; a statement of the case of the *Alabama*, and some articles on judicial statistics and other subjects.

An article upon "Administration to foreigners dying in England" discusses a suggestion which Sir Cresswell Cresswell has made in reference to cases where the 24 & 25 Vict. c. 121, s. 4, does not apply. We make the following extract—

"In a country like ours, to which the stranger resorts not for pleasure but for profit, not to spend but to make money, it must frequently happen that when he dies here he dies with more or less of property in his actual possession.

"At most times, also, this foreigner dies indebted to some persons in England, and at all times he requires burial. As for his property, it often happens that, such as it is, it is in a form which makes it liable either to depredation or waste. It may consist of commercial securities, which exact early realization, or it may be cash and personal effects, which lie at the mercy of a dishonest landlord.

"Under such circumstances as these the following consequences will constantly occur:—the estate is lost, wasted, or stolen, and the British creditor and foreign heir are alike defrauded. But these consequences are as contrary to that comity which a nation should show nations, its friends, as they are opposed to that care of its own subjects which is the aim of all political government.

"We have intimated that our system of law has not provided a remedy for this state of evil; and it is so, though at the same time it is true that occasionally and spasmodically something has been done or attempted in practice to arrest these mischiefs.

"The case of Gudolle, deceased, decided long since by Sir John Nicholl, and reported in Mr. Coote's Common Form Practice of the Court of Probate, will give us the best idea of what the old Prerogative Court thought itself able to do in these cases. There a foreigner had died in this country, away from his relatives, possessed of certain bills of exchange upon English merchants. Sir John Nicholl, under the pressure of the circumstances, granted administration to an English friend or acquaintance of the deceased, who had procured the bills to be accepted, and had paid certain necessary expenses of the deceased, 'limited to the sums due and to become due upon the bills of exchange; and after the administrator should have reimbursed himself the money which he had expended on behalf of the deceased, and also the expenses of the application to the Court, to invest the balance in his own name in Government securities, and to keep it invested until a general representation should be effected to the deceased.'

There are great and obvious defects in such a grant of administration as this. In the first place, there is a primary defect of granting administration to a mere private person, without choice or discrimination, because he has the earliest information, and is the first to apply for it. In the second place, the mistake is committed of giving to the applicant's debt or claim, whatever it be, a preference that the law does not necessarily accord to it.

"It is impossible for the Court, under such circumstances, to know whether it grants to an honest man or a trickster. It takes the applicant at his own word, and upon his own showing, and it has no alternative between acquiescence and refusal. If it comply with his prayer, it may make the very serious mistake of sacrificing the interests of foreign heirs beyond all hope of remedy. If it withhold its consent, and refuse to grant administration, it may totally sacrifice the interests of both the heir and the honest creditor, by exposing *bona peritura* to certain loss.

"This is the dilemma which the judicial mind of the present Judge of the Probate Court has lately noted; and for this double and inevitable evil he has proposed a remedy as easy as it is sufficient. The suggestion was made by him in the course of last Michaelmas Term, in the case of one Wychoff, deceased.

"In this case an American belonging to one of the Confederate States had died on board an English vessel, during his passage to this country. He had in his possession certain bills of exchange, payable to his order here. He had no relatives in this country, and all communication between his family and England was stopped by Mr. Lincoln's blockade.

"In hearing an application from a person whose interest was much the same as that of the grantee in Gudolle's case, Sir Cresswell Cresswell had, on the first occasion, thrown out a suggestion that the Queen's proctor should take administration to this foreigner. This offer had been declined, though it does not appear why, and Sir Cresswell Cresswell afterwards, in giving judgment, expressed his embarrassment at the refusal, and observed, by way of comment upon it, 'In all cases of this sort it is better that there should be some public officer. We might have a scramble between different individuals; some might get one part of the property and others another part of it, and they might all say, "Make me the administrator," whereas here is the Queen's proctor, a responsible party.'

"This, like other suggestions of Sir Cresswell Cresswell, displays the acumen and judgment which are the characteristics of that eminent judge, and we regret that the coyness of the Crown officer should have thrown impediments in the way of establishing a new and legitimate practice; but we trust that when another case of the like nature shall occur, the modesty of the Crown officer will have disappeared, and that he will yield to the recommendation of the judge, and consent to do a public service, even though it be accompanied by private emolument."

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

CANDIDATES WHO OBTAINED HONORARY DISTINCTION AND PRIZES.

Easter Term, 1863.—*Final Examination.*

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

JAMES POPHAM OGLE, aged 22, who served his clerkship to Mr. Ogle, of London; and Messrs. Hardisty & Rhodes, of London.

THOMAS DALLOW, aged 21, who served his clerkship to Messrs. Pinchard & Shelton, of Wolverhampton; and Mr. Edwin Low, of London

JOHN HARDY COULSON, aged 24, who served his clerkship to Mr. Charles Marfleet Barron Veal, of Great Grimsby.

ROBERT NICHOLSON, aged 21, who served his clerkship to Messrs. Bardswell, Littledale, & Bardswell, of Liverpool; Messrs. Littledale, Ridley, & Bardswell, of Liverpool; and Messrs. Chester & Urquhart, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Ogle, the prize of the Honourable Society of Clifford's-inn.

To Mr. Dallow, one of the prizes of the Incorporated Law Society.

To Mr. Coulson, one of the prizes of the Incorporated Law Society.

To Mr. Nicholson, one of the prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

ALFRED CADDICK, aged 21, who served his clerkship to Mr. Eisha Caddick, of West Bromwich; Mr. Edward Caddick, of West Bromwich; and Messrs. Mackeson & Goldring, of London.

ARTHUR FOOTNER, aged 21, who served his clerkship to Mr. George Bright Footner, of Romsey: and Messrs. Park & W. B. Nelson, of London.

ALFRED CRICK FREEMAN, aged 23, who served his clerkship to Messrs. John & Wm. Crick, of Maldon; and Mr. Andrew Storey, of London.

WILLIAM JAMES HUTTON, aged 22, who served his clerkship to Mr. Thos. Harrison, of Kendal; and Mr. Thomas Johnston, of London.

SAMUEL HERBERT LEWIN, B.A, aged 24, who served his clerkship to Messrs. Gregory & Rowcliffes, of London.

CHARLES AMOS LISTER, aged 21, who served his clerkship to Messrs. Hulton & Brett, of Salford.

HERVEY EDWARD MURLY, aged 22, who served his clerkship to Mr. George Bullock Murly, of Langport; and Messrs. Flux & Argles, of London.

GEORGE JAMES NUTT, aged 22, who served his clerkship to Messrs. Deacon & Taylor, of Peterborough; and Mr John Steer Hincks, of London.

JOHN SLADE, jun., aged 21, who served his clerkship to Mr. George Penkivil Slade, of Yeovil; Mr. John Slade, of Yeovil; and Messrs. Gregory & Rowcliffes, of London.

EDWARD ORFORD SMITH, aged 21, who served his clerkship to Messrs. Scudamore & Brennan, of Maidstone; and Messrs. Palmer, Palmer, & Bull, of London.

HARRY SNOW, aged 23, who served his clerkship to Mr. John William Danby, of Lincoln; and Messrs. Hawkins, Bloxam, & Hawkins, of London.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidates that their answers to the questions at the examination were highly satisfactory, and would have entitled them to prizes or certificates of merit if they had been under the age of 26:—

WILLIAM BOWLES BARRETT, aged 30, who served his clerkship to Mr. George Andrews, of Weymouth.

WILLIAM WALLIS, aged 27, who served his clerkship to Mr. William Newton, of Newark.

The number of candidates examined in this term was 88; of these, 71 were passed, and 17 postponed.

Intermediate Examination.

The examiners reported that the following gentlemen whose names are arranged in alphabetical order have passed the Intermediate Examination with distinction:—

EDWARD BITHWAY, aged 22, articled to Mr. John Bury, of Manchester, and Messrs. Cunliffe & Leaf, of Manchester.

THOMAS MOUNTAIN, aged 18, articled to Messrs. Grange & Wintringham, of Great Grimsby.

LOUIS PHILIP VINCENT, aged 20, articled to Messrs. Chilton, Burton, Yeates, & Hart, of London.

The number of candidates examined in this term was 35; of these, 33 were passed and 2 postponed.

CANDIDATES WHO PASSED THE EXAMINATION.

EASTER TERM, 1863.

Names of Candidates.	To whom articled, assigned, &c.
Adamson, Horatio Alfred.....	Charles Alexander Adamson
Angier, Charles Allan	Richard F. Jennings; George Chapman.
Arnison, Charles Nathan ...	William B. Arnison.
Arrowsmith, Charles John ...	Wm. S. Jackson; J. Scarth.
Attlee, Henry	Charles C. Druce.
Barrett, William Bowles	George Andrews.
Bennett, Thomas	Edward Ormond.
Bower, George Brownlow	William Thomas Reeve.
Brandwood, John, jun.....	Henry M. Richardson.
Burton, John, jun.....	Robert William Litchfield.
Bury, Reginald	Frederick Horatio Barr.
Caddick, Alfred.....	Elisha Caddick; Edward Caddick.
Coulson, John Hardy	Charles M. B. Veal.
Cowlishaw, William Smith ...	Adlard Welby.
Coxwell, John Edward.....	Edward Coxwell.
Craddock, James Henry	Edward Henry Shelly.
Dale, Joseph.....	John Thomas White.
Dallow, Thomas	Thomas Pinchard.
Farnfield, John Albert.....	J. T. Moss.
Footner, Arthur	George Bright Footner.
Fraser, George Patrick.....	George John Shaw.
Freeman, Alfred Crick	John and William Crick.
Haddelsey, Samuel Turner ...	G. R. F. Haddelsey; Fredk. J Rhodes.
Harris, George Wheatley	Wm. Harris; John R. Browne.
Hubbersty, William Philip ...	P. Hubbersty; J. J. Blandy; J. Bouskell.
Hutton, William James	Thomas Harrison.
James, George Alexander ...	Thos. Pearson; P. A. Hanrott.
James, Samuel Kilner	William B. Arnison.
Jupp, Charles	Charles James Abbott.
Kerly, Alexander	William Henry Waller.
Ladbury, John Charles.....	Samuel Danks.
Laundy, Richard	Robert Jackson Kent.
Lawrence, John Glover.....	Allan Kaye.
Lewin, Samuel Herbert B.A....	George B. Gregory.
Liddle, Charles Rowland.....	William Liddle.
Lister, Charles Amos	George Brett.
Mancell, Walter..	William Jones.
Mawson, Henry Houson	Bertie Markland.
Millican, John George	Christopher Fairer.
Morecroft, Arthur Hubert ...	John Morecroft.
Murly, Hervey Edward.....	Geo. B. Murly; C. Argles.
Newton, James Banner.....	Edward Banner.
Nicholson, Robert	Charles Bardswell; James H. Bardswell.
Nutt, George James	Deacon & Taylor.
Ogle, James Popham.....	G. Ogle; Edward B. Hardisty.
Overbury, Walter	N. Overbury; P. Hathaway.
Parker, William.....	George Henry Sawtell.
Pearson, John George	George Marcy.
Plunkett, William Alfred.....	Joseph Daniel Marsden.
Raynes, William Race	Octavius Robert Wilkinson.
Redfern, John	Thos. Parrott; W. F. Spinks.
Russell, David	Henry John Coleman.
Slade, John, jun.	G. P. Slade; John Slade.
Smith, Edward Orford	Frederick Scudamore.
Snow, Harry	John William Danby.
Stapleton, Valentine.....	Thomas G. Teale.
Stocken, Alfred.....	George De Vins Wade.
Stowe, Alfred, M.A.....	Matthew Dobson Lowndes.
Stratton, Frederic	James Alfred Mew.
Talbot, John.....	R. Holden; Edw. Mackeson.
Tremewen, Dionysius Wms...	William Buckingham.
Vizard, Thomas Trewren.....	John Vizard.
Walker, William George	Samuel Smith.
Wallis, William.....	William Newton.
Walsh, Herbert	J. Cross; John W. Lamb.
Watts, John Harrison	William Watts.
Watts, Philip Henry.....	John Bligh Stanley.
Wellbeloved, Henry Read.....	Robert Barr.
Wilde, William George.....	Sir W. Foster, Bart.
Woodcock, Samuel, jun	Samuel Woodcock.
Wright, Cornelius U. J.	William James Wright.

PUBLIC COMPANIES.

BILLS IN PARLIAMENT.

The following bills for the formation of new lines of railway have been read a third time and passed in the House of Lords:—

BISHOPS WALTHAM.
COLNE VALLEY AND HALSTEAD.
RINGWOOD, CHRISTCHURCH, AND BOURNEMOUTH.
UXBRIDGE AND RICKMANSWORTH.

The following bill for the formation of new lines of railway have been read a third time and passed in the House of Commons:—

WARE, HADHAM, AND BUNTINGFORD.

MEETINGS.

LEVEN AND EAST OF FIFE RAILWAY.

At the half-yearly meeting of this company, held on the 28th

ult., dividends at the rate of 8 per cent. on the Leven stock, and of 3 per cent. on the East of Fife stock were declared for the past half-year.

PROJECTED COMPANIES.

The Consolidated Bank (Limited).

Capital £2,000,000, in 200,000 shares of £10 each.

This bank has been formed by the amalgamation of the businesses heretofore respectively carried on by Messrs. Heywood, Kennards, & Co., in London, and the Bank of Manchester in Manchester.

The Eastbourne Hotel Company (Limited.)

Capital £40,000, in 4,000 shares of £10 each.

Solicitors—J. H. Campion Coles, Esq., 7, The Terrace, Eastbourne, Sussex; H. T. Gastrell, Esq., Lincoln's-inn-fields.

This company has been formed for the purpose of providing adequate hotel accommodation at Eastbourne.

The English, Belgian, and Netherlands Bank (Limited.)

Capital £1,000,000, in 20,000 shares of £50 each.

Solicitors—Messrs. Sewell, Sewell, & Edwards, Gresham House.

This company was originally started as the English and Belgian Bank (Limited), and was established for the purpose of providing banking facilities between this country and Belgium. The directors have now extended the operations of the Bank to Holland.

The Grenville, Delabole, and Trehane Slate and Slab Company (Limited).

Capital, £30,000, in 3,000 shares of £10 each.

Solicitors—Messrs. Hampton & Burgin, 8, John-street, Bedford-row.

This company has been formed for the purpose of purchasing the leases of and working the Grenville, Delabole, and Trehane Quarries, in the parishes of St. Teath and Trevalga, in Cornwall.

The London Financial Association (Limited).

Capital, £1,000,000, in 20,000 shares of £50 each.

Solicitors—Messrs. Dawes & Son, 9, Angel-court, Throgmorton street.

The object of this company is to centralise the large business carried on in negotiating debentures and bonds, making advances on railway and other securities, on mortgage or title deeds, and on works in progress, and to afford readily accessible channels to parties having the charge of Parliamentary bills, to contractors of undoubted position concerned in railways or other extensive public works, and to owners of valuable property of varied character.

The Mediterranean Hotel Company (Limited.)

Capital, £300,000, in 15,000 shares of £20 each.

Solicitors—Messrs. Ashurst, Morris, & Knight, 6, Old Jewry.

This company has been formed for providing hotel accommodation at Nice, Mentone, and other places.

The Mercantile Union Assurance Company (Limited.)

Capital £1,000,000 in 20,000 shares of £50 each.

Solicitors—Messrs. Howard & Co., 66, Paternoster-row.

This company has been established for the purpose of effecting insurances upon moderate premiums upon each class of risk, instead of upon arbitrary tariff risks.

The Oriental Tea Company (Limited).

Capital, £250,000, in 12,500 shares of £20 each.

Solicitors—Messrs. Johnson, Farquhar, & Leech.

This company has been formed with the object of conducting tea planting in India on an extensive scale, on estates where the success of tea planting has been already established.

The Royal Sardinian Railway Company.

Guaranteed by the Italian Government.—A Société Anonyme; the liability of shareholders limited to the amount of their shares.

Share capital, £1,000,000 sterling, or 25,000,000f., in 50,000 shares of £20, or 500f. each, to bearer.

Solicitors—Messrs. Bircham, Dalrymple, Drake, & Ward, London; Messrs. Littledale, Ridley, and Bardswell, Liverpool.

The shares to be redeemed by lot, at par, out of the proceeds of freehold landed estates granted to the company, valued at nearly £1,500,000, to bear interest at 6 per cent. per annum during construction, and subsequently an estimated minimum annual dividend of 32s. (equal to 8 per cent.) per share, based upon the government guarantee, and payable during the whole term of 99 years on all shares, whether redeemed or not.

Debentures or obligations, £20, or 500f. each, to bear interest at 3 per cent. per annum, repayable by annual drawings within 41 years, at par; to be issued at £11, or 275f. each. Every subscriber for shares to have a preferential option of claiming two obligations or debentures for each share allotted to him.

The special feature of this undertaking is that while the shareholders will receive an annual interest of 6 per cent. during the construction of the line, and a dividend of at least 8 per cent. thereafter on their capital, they will, at no distant date, have their capital repaid to them out of the proceeds of the Crown lands granted to the company, and continue, nevertheless, in the enjoyment of the dividends during the whole period of 99 years. The order in which shares will be paid off in this manner will be determined by ballot.

The Skara (Norwegian) Silver Mining Company. (Limited.)

Capital £50,000, in 25,000 shares of £2 each.

Solicitors—Messrs. R. & S. Mullens, Poultry.

This company is formed for the purchase and working of the celebrated native silver mines of Norway, known as the "Skara Mines," which are seventeen in number, and comprise an area of upwards of 75,000 acres, lying about seven English miles north-east of the city of Kongsberg, the seat of the Government mining direction, about forty miles from Christiana, the capital of Norway, and about twenty miles from the seaport of Drummen.

The West Surrey Tanning Company (Limited.)

Capital £100,000, in 50,000 shares of £2 each.

Solicitors—Messrs. Nokes, Carlisle, & Francis, 8, Finch-lane, E.C.

This company has been formed for the purpose of purchasing and carrying on the tan works known as "Mill-lane Tannery," at Godalming, Surrey.

The corporation of the College of Arms consists of 13 officers—namely, three Kings of Arms (Garter, Clarenceux, and Norroy), and, we believe, six heralds and four pursuivants. They receive fees, or, as they phrase it in a return which they have just made to Parliament, "charges for professional services in the collection of evidence, correspondence, and various incidental matters, connected not only with grants of arms, but with the record of family pedigrees and the exemplification of arms under the royal licence, or the changing of existing arms. The most onerous of these duties is the preservation and safe custody of the vast mass of records and evidences which relate to the genealogical history, pedigrees, and arms of the nobility and gentry of England, from the earliest period to the present time." These officers have no Government grant, but they are household servants of the Crown, under the Earl Marshal, and their duty as such consists in the ordering and conducting all public funerals, such state ceremonials as coronations, and other ceremonials where the person of the Sovereign is more immediately concerned; they give their attendance on the sovereign on all State occasions, and assist in royal ceremonials whenever required so to do. For these services they receive salaries, the aggregate amount of which to the thirteen officers is £252 18s. per annum. In their capacity of household servants they also receive certain fees on the creation of dignities and upon the installation of Knights of the Garter. These fees amounted to £250 in the year 1861. They are paid by the persons on whom such honours are conferred. Further, for the exercise of their duty as a corporation, a herald and a pursuivant are in attendance every day from ten till four o'clock to answer all public inquiries, to make such searches as may be required, and to give official extracts from records: the fees received for such searches and extracts amounted to £94 in 1861. From all these sources, therefore, they received £600 in that year. They state further that "the officers of arms are the agents through whom applications are made to the Earl Marshal (acting in this behalf on the part of the Crown) for the registration of armorial bearings, or the solicitation of the royal licence for a change of name, or changes of name and arms. For the one case it becomes the duty of the officers of arms to see that no memorial be presented to the Earl Marshal by any individual not occupying a fit station in life for such distinction, and in the other that no petition be, through them, presented to the Crown, the allegations of which have not been, before such presentation, fully established, inasmuch as the Crown accepts and endorses such allegations, and directs the Earl Marshal to make them matter of record." The number of these patents

and grants of arms or change of name or arms has been 869 in the period from 1850 to 1862 inclusive. The fees taken upon them are considerable. They are these:—For grants on voluntary applications, £66 10s. and £10 stamp duty; under Royal licences, £66 10s. and £48 17s. 6d. for exemplifications, £3 10s., of which goes to the Home-office; for grants of supporters, £55; for grants to wives or spinsters £53 and £10 stamp duty; for grants of quarterings, £42 10s. and £10 stamp duty; for grants of crests, £42 10s. and £10 stamp duty; and for change of name, £44 13s., whereof £10 2s. 6d. goes to the Home-office.

COURT PAPERS.

Queen's Bench.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir ALEXANDER EDMUND COCKBURN, Bart, Lord Chief Justice of Her Majesty's Court of Queen's Bench, in and after Trinity Term, 1863.

IN TERM.

Middlesex.	London.
1st sitting, Monday, May 25	1st sitting, Friday, May 29
2nd „ Monday, June 1	2nd „ (one day)
3rd „ Monday, „ 8	Friday, June 5
For undefended causes only.	

AFTER TERM.

Middlesex.	London.
Saturday ..... June 13	Thursday..... June 25

The Court will sit at ten o'clock every day.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Common Pleas.

Sittings at Nisi Prius, in Middlesex and London, before the Right Honourable Sir WILLIAM ERLE, Knight, Lord Chief Justice of Her Majesty's Court of Common Pleas at Westminster, in and after Trinity Term, 1863.

IN TERM.

Middlesex.	London.
Monday..... May 25	Friday ..... May 29
Monday..... June 1	Friday ..... June 5

AFTER TERM.

Middlesex.	London.
Saturday ..... June 13	Thursday..... June 25

The Court will sit during and after Term at ten o'clock.

The causes in the list for each of the above sitting days in Term, if not disposed of on those days, will be tried by adjournment on the days following each of such sitting days.

Exchequer of Pleas.

Sittings at Nisi Prius in Middlesex and London, before the Right Honourable Sir FREDERICK POLLOCK, Knight, Lord Chief Baron of Her Majesty's Court of Exchequer, in and after Trinity Term, 1863.

IN TERM.

Middlesex.	London.
1st sitting, Monday... May 25	1st sitting, Friday ... May 29
2nd „ Monday...June 1	2nd „ (one day)
3rd „ Monday... „ 8	Friday...June 5

AFTER TERM.

Middlesex.	London.
Saturday..... .... June 13	Thursday..... June 25

The Court will sit during and after Term at ten o'clock.

The Court will sit in Middlesex, at Nisi Prius, in Term, by adjournment from day to day until the causes entered for the respective Middlesex sittings are disposed of.

Court of Chancery.

VACATION NOTICE.

During the Whitsun Vacation, 1863, the chambers of the Vice-Chancellor Sir John Stuart will be open on the following days; viz., 12th, 13th, 14th, 15th, 19th, and 20th of May from eleven till one o'clock.

SITTINGS.—TRINITY TERM, 1863.

LORD CHANCELLOR.
Lincoln's Inn.

Friday, May 22..App. mtns. & apps.
Saturday ..23 { Ptns. & apps. in bkcy. & apps.
Monday ....25 } Appeals.
Tuesday ....26 }
Wednesday .27 { Apps. in bkcy. & apps.
Thursday ..28..App. mtns. & apps.
Friday ....29..Appeals.
Saturday ..30 { Apps. in bkcy. & apps.
Mondy. June 1 } Appeals.
Tuesday .... 2 }
Wednesday 3 { Apps. in bkcy. & apps.
Thursday .. 4..App. mtns. & apps.
Friday .... 5..Appeals.
Saturday .. 6 { No sitting (her Majesty's Birth-day kept).
Monday .... 8 } Appeals.
Tuesday .... 9 }
Wednesday 10 { Ptns. & apps. in bkcy. & apps.
Thursday ..11..App. mtns. & apps.
Friday ....12..Appeals.

NOTICE.—The days (if any) on which the Lord Chancellor shall be engaged in the House of Lords are excepted.

MASTER OF THE ROLLS.
Chancery-lane.

Friday, May 22..Mtns. & gen. papr.
Saturday ..23 { Petns., sht. caus., adj. sums., and general paper.
Monday ....25 }
Tuesday ....26 } General paper.
Wednesday 27 }
Thursday ..28..Mtns. & gen. pa.
Friday.....29..General paper.
Saturday ..30 { Petns., sht. caus., adj. sums., and general paper.
Mondy. June 1 }
Tuesday .... 2 } General paper.
Wednesday . 3 }
Thursday .. 4..Mtns. & gen. pa.
Friday .... 5 { Petns., sht. caus., adj. sums., and general paper.
Saturday .. 6 { No sitting (her Majesty's Birth-day kept).
Monday .... 8 }
Tuesday .... 9 } General paper.
Wednesday 10 }
Thursday ..11..Mtns. & gen. pa.
Friday.....12 { Petns., sht. caus., adj. sums., and general paper.

N.B.—Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

LORDS JUSTICES.
Lincoln's Inn.

Friday, May 22..App. mtns. & apps.
Saturday ..23 }
Monday ....25 } Appeals.
Tuesday ....26 }
Wednesday .27 }
Thursday ..28..App mtns. & apps.
Friday.....29 { Petitns. in lunacy, app. petns., and apps.
Saturday ...30 } Appeals.
Mondy. June 1 }
Tuesday .... 2 { Apps. from the Cty. Palatn. of Lancstr. & apps.
Wednesday 3..Appeals.
Thursday .. 4..App. mtns. & apps.
Friday .... 5 { Petitns. in lunacy, app. petns, and apps.
Saturday .. 6 { No sitting (her Majesty's Birth-day kept).
Monday .... 8 }
Tuesday .... 9 } Appeals.
Wednesday..10 }
Thursday ..11..App. mtns. & apps.
Friday ....12 { Petitns. in lunacy, app. petns., and apps.

NOTICE.—The days (if any) on which the Lords Justices shall be engaged in the Full Court, or at the Judicial Committee of the Privy Council, are excepted.

V. C. SIR R. T. KINDERSLEY.
Lincoln's Inn.

Friday, May 22 { Mtns., adj. sums, & gen. pa.
Saturday ..23 { Petns., sht. causes, adj. sums., and general paper.
Monday ....25 }
Tuesday ....26 } General paper.
Wednesday .27 }
Thursday ..28 { Mtns., adj. sums., & general paper.
Friday.....29 { Ptns, adj. sums., & general paper.
Saturday ..30 { Sht. causes, adj. sums., & gen. pap.
Mondy. June 1 }
Tuesday .... 2 } General paper
Wednesday.. 3 }
Thursday .. 4 { Mtns., adj. sums., & gen. pa.
Friday..... 5 { Petns., adj. sums., & general paper.
Saturday .. 6 { No sitting (her Majesty's Birth-day kept).
Monday .... 8 { Sht. causes, adj. sums., & gen. pa.
Tuesday .... 9 }
Wednesday 10 { General paper.
Thursday ..11 { Mtns., adj. sums., & gen. pa.
Friday .....12 { Petns., sht. causes, adj. sums., and general paper.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard.

V. C. SIR JOHN STUART.
Lincoln's Inn.

Friday, May 22..Mtns., causes, &c.
Saturday ..23 { Petns. sht. causes, causes, &c.
Monday ....25 }
Tuesday ....26 } Causes, &c.
Wednesday..27 }
Thursday ..28..Mtns., causes, &c.
Friday ....29..Petns., causes, &c.
Saturday ..30..Sht. caus, caus, &c.
Mondy. June 1 }
Tuesday .... 2 } Causes, &c.
Wednesday . 3 }
Thursday .. 4..Mtns., causes, &c.
Friday .... 5..Petns., causes, &c
Saturday .. 6 { No sitting (her Majesty's Birth-day kept).
Monday .... 8..Sht. caus, caus, &c.
Tuesday .... 9 }
Wednesday .10 } Causes, &c.
Thursday ..11...Mtns., causes, &c.
Friday.....12 { Ptns. mtns. & sht. caus.

N.B.—Any causes intended to be heard as short causes must be so marked, at least one clear day before the same can be put in the paper to be so heard.

No cause, motion for decree, or further consideration, shall, except by order of the Court, be marked to stand over, if it shall be within 12 of the last cause or matter in the printed paper of the day for hearing.

V. C. SIR W. P. WOOD.
Lincoln's Inn.

Friday, May 22..Mtns. & gen. pa.
Saturday ...23 { Petns., sht. causes, & general paper.
Monday ....25 }
Tuesday ....26 } General paper.
Wednesday..27 }
Thursday ..28..Mtns. & gen. pa.
Friday.....29..General paper.
Saturday ..30 { Petns., sht. causes, & general paper.
Mondy. June 1 }
Tuesday .... 2 } General paper.
Wednesday.. 3 }
Thursday .. 4..Mtns. & gen. pa.
Friday .... 5 { Petns., sht. causes, & general paper.
Saturday .. 6 { No sitting (her Majesty's Birth-day kept).
Monday .... 8 }
Tuesday .... 9 } General Paper.
Wednesday .10 }
Thursday ..11..Mtns. & gen. pa.
Friday.....12 { Petns., sht. caus., & general paper.

N.B.—Any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in he paper to be so heard.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

JACOBS—On Feb 22, at King William's Town, the lady of Simeon Jacobs, Esq., H.M.'s Attorney-General of British Kaffraria, of a daughter.

NEWILL—On May 5, the wife of R. D. Newill, Esq., Solicitor, Wellington, Salop, of a daughter.

MARRIAGES.

BISHOP—CARNELL—On April 29, at St. Giles', Camberwell, John Henry, Wright, Esq., only surviving son of the late William Bertram Bishop, Esq., Solicitor, of No. 2, Verulam-buildings, Gray's-inn, to Katherine Rimmelion, eldest daughter of the late William Carnell, Esq., of Correnden, Hadlow, and The Stair, near Tunbridge, Kent.

DENMAN—WASS—On April 18, at Ashover, Derbyshire. Thomas William Denman, Esq., of East Retford, Solicitor, to Louisa, eldest daughter of the late Joseph Wass, Esq., of Lea, Derby.

DUKE—TUCK—On April 29, at Brighton, Edward Duke, Esq., Solicitor, Brighton, to Elizabeth, widow of the late Thomas Tuck, Esq., formerly of the same place.

HACKETT—MURPHY—On April 28, in Dublin, F. W. Hackett, Esq., 9th Regiment, eldest son of Sir William Hackett, Lotamore, Cork, to Mary, daughter of J. J. Murphy, Esq., Master in Chancery.

DEATHS.

AYRE—On May 1, at St. Leonard's-on-Sea, aged 63, William Ayre, Esq., of Hull, at which place he was clerk to the magistrates for twenty-seven years.

CALTHROP—On April 22, at The Elms, Toddington, Beds, Eliza, youngest daughter of James Calthrop, Solicitor.

COMYN—On May 4, at 15, Montagu-street, Russell-square, Mary Ann, widow of the late Samuel Comyn, Esq., Barrister-at-Law, and Recorder of Rochester.

DICKSON—On April 29, at Edinburgh, Dorothy, the wife of William Dickson, Esq., the younger, of Belvidere, Alnwick, Northumberland, eldest daughter of Henry Manisty, Esq., Q.C., aged 30.

LEWELLIN—On May 1, at St. George's-square, Regent's-park, Henry Lewellin, Esq., late of 22, Chancery-lane, Solicitor, aged 44.

MEADOWS—On May 4, at Chigwell, Essex, in the 31st year of his age, Douglas Spencer Meadows, Barrister at-Law, and B.A. of Pembroke College, Oxford.

WESTBY—On May 2, Elizabeth, the wife of E. Perceval Westby, Esq., of Roebuck Castle, county of Dublin, and daughter of the Lord Justice Blackburne, late Lord Chancellor of Ireland.

UNCLAIMED STOCK IN THE BANK OF ENGLAND.

The amount of Stock heretofore standing in the following Names will be transferred to the Parties claiming the same, unless other Claimants appear within Three Months:—

BOWLES, ANNA MARY, Milton-hill, Abingdon, Berks, Spinster. £1,000, 3 per Cent. Reduced.—Claimed by said Anna Mary Bowles.

LANGLEY, JOHN, JOSEPH LANGLEY, CATHERINE LANGLEY, and MARY ANN LANGLEY, all late of Bristol, deceased. £200 Consols.—Claimed by Daniel Haythorne Goolden and Joseph Eyre, executors of Mary Ann Langley, who was survivor.

NORTH, ARABELLA, of Hastings, Sussex, Spinster. £6,330, Reduced 3 per Cents.—Claimed by said Arabella North.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Messrs. DEBENHAM & TEWSON.

Freehold residence, No. 3, Notting-hill-square, let at £63 per annum.—Sold for £1,050.

Freehold, threeground rents, amounting together to £37 7s. per annum, secured upon Nos. 1, 2, & 3, Holland-park-terrace, with reversion.—Sold for £880.

Freehold tenements, Nos. 1 & 2, Summers-cottages, Ware, Herts, let at £13 17s. 4d. per annum, subject to the life interest of a gentleman in his 82nd year.—Sold for £85.

By Messrs. CHINNOCK & GALSWORTHY.

Freehold house and plot of building ground, Charlotte-place, Prospect-place, Margate.—Sold for £320.

Leasehold residence, 33, Edward-street, Hampstead-road, let at £50.—Sold for £590.

Freehold residence, No. 42, Grove End-road, St. John's Wood, let on lease at £60 per annum.—Sold for £960.

Freehold house and baker's shop, corner of Cadman-lane, Cheshunt, cottage adjoining, tenement in rear, outbuilding, garden, paddock, &c.; let at £40 per annum.—Sold for 750.

By D. SMITH, SON, & OAKLEY.

Freehold arable and wood land, Brenchley, Kent, in all 106a 1r. 0p.—Sold for £3280.

Freehold, 22a. 1r. 8p. wood land, called "East part of Paddock Wood."—Sold for £610.

Freehold two fields and small wood, together 15a. 0r. 32p.—Sold for £630.

Freehold, Walderslade Farm, Chatham Bank, 339a. 1r. 0p., with farm-house, premises, &c.—Sold for £5,950.

Freehold, 3a. 2r. 18p., Land fronting the Maidstone-road, in the parish of Rochester.—Sold for £640.

Freehold, 4a. 3r. 37p., Land fronting the Bostal-road.—Sold for £1,220.

Freehold, Webb's Wood, and the Plantation Wood, with two pastures, and cottages, extending over 367a. 1r. 21p.; Lydiard, Millicent, & Lydiard, Tregoze, Wilts.—Sold for £5,500.

Freehold pound coppice, Lydiard, Tregoze, 10a. 0r. 14p.—Sold for £250.

Freehold, The Flaxlands and Long String Woods, Lydiard, Tregoze, in all 215a. 2r. 25p.—Sold for £5,000.

Freehold Brockhurst Wood, Purton, 43a. 0r. 13p.—Sold for £770.

Freehold, 26a. 1r. 21p. meadow land, at Nottingham, near Eltham, Kent.—Sold for £8,120.

Freehold mansion, "Esher Lodge," Esher, Surrey, with grounds, &c., 19a. 3r. 0p.; also an eight roomed residence, and 21a. 1r. 6p. meadow land.—Sold for £14,950.

Freehold, two residences at Esher; let at £50 per annum.—Sold for £910.

Freehold, three cottages near the Bear Inn; let at £24 per annum.—Sold for £300.

Freehold, three cottages adjoining the Bear Inn, Esher; let at £31 per annum.—Sold for £330.

Freehold, Littleworth Farm, comprising farmhouse, homestead, and 83a. 2r. 19p. arable and pasture land.—Sold for £6,300.

By Messrs. NORTON HOGGART & THIST.

Lease of residence, South-road, Clapham-park, Surrey, with stabling, grounds, &c., nearly 2½ acres.—Sold for £1,320.

Copyhold, two meadows, Aldenham, Herts, 11a. 3r. 1p.—sold for £720.

Copyhold, two meadows, Sawer's-lane, Aldenham, 9a. 0r. 1p.—Sold for £450.

Copyhold, two meadows, Sawer's-lane, Aldenham, 14a. 1r. 17p.—Sold for £740.

Freehold, two enclosures of building land, Great Hanmore, Middlesex, 11a. 2r. 28p.—Sold for £3,000.

By Mr. NEWBON.

Leasehold residence, 16, Annett's-crescent, Lower-road, held for 55 years, free ground rent; let at £33.—Sold for £290.

Leasehold dwelling-house, No. 304, City-road; let at £42 per annum, held for 99 years from March 1843; ground rent £8 per annum—Sold for £455.

Leasehold residence, No. 4, Highbury Park North, let at £108 12s. 0d. per annum, held for 85 years from June 1832; ground rent £3 3s. 0d. —Sold for £1,400

By Messrs. FOSTER.

Freehold, "Barnards Wharf" Rotherhithe, with a dock and good river frontage.—Sold for £16,700.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, May 1, 1863.

Reed, Herbert Adolphus, & Theophilus Haythorne Reed, Guildhall-chambers, Attorneys and Solicitors. By mutual consent. April 30.

Winding-up of Joint Stock Companies.

FRIDAY, May 1, 1863.

UNLIMITED IN CHANCERY.

British Provident Life and Fire Assurance Society.—Vice Chancellor Kindersley will, on May 8 at 12, proceed to make a call on contributories of this society, between July 24, 1862, and February 28, 1863, for £5 per share.

Mercantile Guarantee and Assurance Company.—Vice-Chancellor Wood will, on May 6 at 1, proceed to make a call on contributories of this company for 20s. per share.

Tretroit and Messer Mining Company.—Vice-Chancellor Wood will, on May 6 at 12, proceed to make a call on contributories of this company for 15s. per share.

LIMITED IN CHANCERY.

Commercial Discount Company (Limited).—Creditors of this Company are required, on or before the 1st of June, to send their names and addresses, and the particulars of their debts or claims, and the names and addresses of their solicitors, if any, to Henry Croysdill, 14, Old Jewry-chambers, Official Liquidator of this company.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 1, 1863.

Aberdein, Frances Ann, Grange-rd, Bermondsey, Widow. June 25. Copland, Chelmsford.

Bamford, Chas, Woodhall, York, and Kingston-upon-Hull, Wine Merchant. June 14. England & Co, Hull.

Benson, Richd Moone, Aylesbury, Solicitor and Attorney-at-Law. May 30. Parrotts, Aylesbury.

Blake, Edward Sami, Princes-sq, Bayswater, Colonel Bombay Artillery. June 24. Forbes & Horwood, Warnford-ct.

Costerton, John, Teddington, Middlx, Gent. May 21. Geo Palmer Robinson, Caroline Elizabeth Henrietta Costerton, Executors.

Coulston, Hy, King's Bench Walk, Temple, Gent. June 15. Johnson & Tilly, Lancaster.

Dearing, Eliz, Portman-st, Middlx, Spinster. Sept 1. Park, Hedon, nr Hull.

Fussell, Maria Mary, Westbourne-ter, Widow. July 1. Dowding & Burne, Bath.

Hall, Joseph, Brunstock, nr Carlisle, Yeoman. June 1. Dobinson, Carlisle.

Hitchcock, John Pontin, Avebury, Wilts, Gent. July 1. Norris, Devizes.

Johnston, David Morice, Moorgate-st, Gent. June 1. Johnston & Co, Moorgate-st.

Jones, John Wm, Chalford, Gloucester, Silk Throwster. June 8. Knight.

Lawrence, Chas Chetham, Holland-st, Brixton, Gent. June 30. De Jersey & Mickiem, Gracechurch-st.

Little, John, South Perrott, Dorset, Yeoman. June 24. Batten, Yeovil.

Loader, Hy, West Cowes, Baker. June 1. Buckle, Eastcheap.

O'Donnell, John, Lpool, Wine Merchant. Aug 1. Yates, Lpool.

Palmer, Benj, Hinton, Somerset. Yeoman. June 1. Batten, Yeovil.

Wartnaby, Geo, Birkenhead, Gent. Aug 1. Massey, Chester.

Weatherell, Thos, Brighton, Gent. June 3. Woods & Dompster, Brighton.

White, Harriet, Yeovil, Widow. June 24. Batten, Yeovil.

White, Thos, Romford, Yeoman. June 24. Surridge & Francis, Romford.

TUESDAY, May 5, 1863.

Byrne, Margaret, Lpool, Grocer. May 18. Tochay, Lpool.

Clarke, Hannah, Harmood-st, Hampstead-rd, Widow. June 30. Haines & Son, Gt Marlborough-st.

Fluck, Hy Thos, Birm, Attorney. July 1. Jay, Hereford.

Hall, Hy, Barton Abbey, Oxford, Esq. June 30. Walsh, Oxford.

Kent, John, Stratford-upon-Avon, Timber Merchant. July 1. Jones & Son, Alcester, and Gregory & Rowcliffes, Bedford-row.

Law, Thos, Doncaster, Gent. June 20. Smith & Atkinson, Doncaster.

Lawrence, Chas Chetham, Holland-st, Brixton, Gent. June 30. De Jersey & Mickiem, Gresham-st, West.

Lindsay, Eliz Ann, Wigmore-st, Middlx, Widow. June 13. Futvoye & Co, John-st, Bedford-row.

Lindsay, Wm, Union-st, Spitalfields, Victualler. June 13. Futvoye & Co, John-st, Bedford-row.

Love, Amy, Duke's-rd, Euston-rd, Middlx, Widow. June 9. Roy & Cartwright, Lothbury.
Saunders, Jas, Bensington, Oxford, Gent. June 20. Hedges, Wallingford.
Slade, John, Aston Tirrold, Berks, Gent. June 20. Hedges, Wallingford.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 1, 1863.

Astley, John, Clitheroe, Lancaster, Brewer. May 29. Hall *v.* Astley, M.R.
Calver, Rainbird, Halesworth, Suffolk, Banker's Clerk. June 3. Re Calver, M.R.
Clowes, Wm Legh, Manch, Esq. June 5. Clowes *v.* Holder, V. C. Stuart.
Lomas, Sarah, Watford, Widow. May 22. Haywood *v.* Poulton, V. C. Wood.
M'Carter, Peter, High-st, Marylebone, Tailor. May 25. Jones *v.* M'Carter, M.R.
Neslen, Geo Wm, Gorleston, Suffolk, Gent. May 23. Ling *v.* Ward, M.R.
Nock, Eliz, Tipton, Stafford, Widow. May 23. Glover *v.* Smith, V. C. Stuart.
Stubbs, Jas, Lpool, Merchant. May 22. Champion *v.* Duncan, M.R.

TUESDAY, May 5, 1863.

Bishop, Wm, Flaxley, Gloucester. June 8. Hewlett *v.* Cornish, M.R.
Mallock, Rawlin, Axminster, Gent. May 30. Mallock *v.* Still, V. C. Stuart.
Peart, John, Gotherington, Gloucester, Yeoman. May 28. Hawkes *v.* Greenhalf, V. C. Stuart.
Wood, Thos, Northumberland House, Stoke Newington. May 23. Davidson *v.* Wood, V. C. Wood.

Assignments for Benefit of Creditors.

FRIDAY, May 1, 1863.

Hale, Wm, Sudbury, Victualler. April 25. Stedman, Sudbury.
Jones, David Thos, Ipsley, Warwick, Builder. April 9. Richards, Redditch.

TUESDAY, May 5, 1863.

Robson, Thos, Gateshead, Saddler. April 9. Hoyle, Newcastle-on-Tyne.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, May 1, 1863.

Allgood, Edw, Banbury, Ironmonger. April 11. Asst. Reg April 29.
Barry, Hy Thos, Sunderland, Grocer. April 4. Conv. Reg April 30.
Bishop, Wm Hall, Brighton. April 9. Asst. Reg April 29.
Briggs, Jas, & Geo Briggs, Swinstead, Lincoln, Wood Dealers. April 1. Asst. Reg April 29.
Burlingham, Mary Ann, St Helen, Worcester, Milliner. April 10. Comp. Reg May 1.
Clarke, Thos, Southampton-st, Fitzroy-sq, Middlx, Painter. April 10. Comp. Reg April 30.
Collins, Martha, Ponsonby-ter, Vauxhall-bridge-rd, Middlx, Widow. April 1. Comp. Reg April 24.
Cradock, Albany, Landport, Chemist. April 25. Conv. Reg May 1.
Foss, Jas, Perran Uthnowe, Cornwall, Farmer. April 2. Conv. Reg April 29.
Frankland, John Ness, Whitby, Innkeeper. March 31. Conv. Reg April 27.
Garthon, Jas Slapp, Norwich, Surgeon. April 20. Conv. Reg April 29.
Holyoake, John, Moulton Baggot, Warwick, Farmer. April 6. Comp. Reg April 30.
Hunt, Wm Howes, Gt Yarmouth, Linen Draper. April 8. Asst. Reg April 29.
Jones, Maria, Conduit st, St George, Hanover-sq, Middlx, Hotel Keeper. April 21. Asst. Reg April 30.
Judd, Albert Mew, Portsea, Victualler. April 28. Conv. Reg April 30.
Lee, J., Wateringbury, Kent, Brick Maker. April 16. Conv. Reg May 1.
McKay, John Cowan, Dunstable, Draper. April 22. Asst. Reg May 1.
Mold, Martha, Buckingham, Draper. April 16. Comp. Reg April 28.
Pearson, Thos, Upper Charles-st, Westminster, Surveyor. Jan 31. Arrngmnt Reg April 28.
Philp, Simon, Stoke Climsland, Cornwall, Farmer. April 16. Asst. Reg April 29.
Price, Wm, Little Gonerby, Lincoln, Clothier. April 1. Asst. Reg April 28.
Rippon, Wm, Gt Grimsby, Mast Maker. April 13. Asst. Reg April 30.
Saunders, Hy, Paddington, Builder. April 23. Asst. Reg April 30.
Smith, Wm, Manch, Merchant. April 22. Arrngmnt. Reg April 30.
Stephens, John, Carmarthen, Grocer. April 8. Conv. Reg April 30.
Wood, Jas, Sale, Chester, Provision Dealer. April 6. Comp. Reg April 29.
Yates, Geo, Lpool, Chemist. April 13. Comp. Reg April 29.

TUESDAY, May 5, 1863.

Barry, Hy Thos, & Gerald Joseph Barry, Sunderland, Innkeepers. April 4. Conv. Reg May 2.
Baylis, Eleanor, Rodborough, Gloucester. April 4. Asst. Reg May 1.
Berry, John Chas, Brighton, Printer. April 2. Ass. Reg April 30.
Blakeney, Edw, Wolverhampton, Plate Worker. April 16. Asst. Reg May 4.
Giles, Saml, High-st, Southwark, Hop Merchant. April 17. Asst. Reg May 4.
Gruar, Adam Gardiner, Swansea, Draper. April 7. Conv. Reg May 5.
Hill, Jos, Halifax, Mechanic, and Wm Hill, Elland, Halifax, Woollen Manufacturer. April 7. Comp. Reg May 4.
Ivens, Rchd, Southam, Warwick, Farmer. April 8. Ass. Reg May 1.
Jones, Edw Walford, Eltham-pl, Foxley-rd, Kennington-park, Manager to a Coal Merchant. April 18. Comp Reg May 1.
Kent, Edwin, Woodbridge, Suffolk, Draper. April 13. Comp. Reg May 5.
Kern, Wm, Rood-lane, London, Oil Broker. April 21. Ass. Reg May 4.
Ledger, John Small, New Brompton, Kent, Grocer. April 25. Conv. Reg May 4.
Manders, Rbt, Exeter, Tailor. April 22. Conv. Reg May 4.
Myers, Thos, Sheffield, Watch Maker. April 7. Asst. Reg May 5.
Noton, Edw, Sunderland, Jeweller. April 28. Comp. Reg May 5.
Partridge, Jos, Hartwell, Northampton, Wheelwright. April 24. Conv. Reg May 4.
Pieroni, Stefano Vallerio, Bath, Modeller. April 28. Comp. Reg May 4.
Robinson, Saml, Eccleshall, Stafford, Farmer. April 9. Conv. Reg May 2.
Rumball, Stuart Wm Llewellyn, Harpenden, Coal Merchant. April 7. Asst. Reg May 4.
Sharp, Jesse, Chatham, Dealer. May 4. Conv. Reg May 4.
Stevenson, Wm, Little Marsden, Lancaster, Stone Mason. April 4. Ass. Reg May 2.
Upward, Wm, Warminster, Wilts, Innkeeper. April 10. Ass. Reg May 5.
Winning, Geo, Faraham, Upholsterer. April 22. Conv. Reg May 2.

Bankrupts.

FRIDAY, May 1, 1863.

To surrender in London.

Blake, John Atkins, Falcon-villa, Falcon-rd, Battersea, Comm Agent. Pet April 27 (for pau). May 21 at 1. Aldridge.
Burbrow, Thos, Collingwood-st, City-rd, Middlx, Baker. Pet April 27. May 11 at 12. Chidley, Old Jewry.
Cross, Philip, Kender-st, New-cross, Surrey, Butcher. Pet April 27. May 19 at 1. Hall, Coleman-st.
Floyd, Jane, Burdett-st, Walworth Common, Widow. Pet April 28 (for pau). May 19 at 11. Aldridge & Bromley.
Frost, Wm, Gravesend, Boot Maker. Pet April 29. May 26 at 11. Wright, Chancery-lane.
Fry, Robt Turner, Frederick-ter, Lavender-hill, Surrey, out of business. Pet April 27 (for pau). May 26 at 11. Aldridge.
Hacker, Jas, Princess-st, Chelsea, Coachman. Pet April 29. May 26 at 11. Lewis & Lewis, Ely-pl, Holborn.
Hancock, Walter, Fulbourn (and not Fulham, as before advertised).
Hanford, Robt Wm, St Neots, Huntingdon, Printer. Pet April 27. May 19 at 11. Lawrance & Co, Old Jewry-chambers, agents for Vaughan, Huntingdon.
Henson, Wm Fredk, New Cavendish-st, Portland-pl, Comm Agent. Pet April 29 (for pau). May 19 at 11. Aldridge & Bromley.
Hercy, Edmund Geo (and not Edmund George Herey, as previously advertised).
Hudson, John, Camden-st North, Camden-town, Middlx, out of business. Pet April 28. May 19 at 11. Gregory & Champion, Clement's-inn.
Maclagan, Thos, Birm, Vocalist. Pet April 28. May 26 at 11. Robinson & Preston, Lincoln's-inn-fields.
Moon, Geo, Brighton, Tobacconist. Pet April 28. May 23 at 11. Poole, Bartholomew-close.
Mothersill, Robt, Euston-sq, St Pancras, Middlx, Wine Merchant. Pet April 30. May 11 at 3. Warrand, Cheapside.
Parsons, Fras Hopkins, Cirencester-st, Harrow-rd, Middlx, Plumber. Pet April 29. May 11 at 3. Drake, Gresham-st.
Perry, Jas Hilbert, Charles-st, Berkeley-sq, Magneopathist. Pet April 29 (for pau). May 23 at 12. Aldridge.
Philpot, Thos Gurney, Gracechurch st, Ship Broker. Pet April 29. May 19 at 11. Doyle, Verulam-bldgs, Gray's inn.
Rawson, Abraham, Northill, Bedford, Potatoe Dealer. Pet April 29. May 23 at 12. Thomas & Hollams, Mincing-lane, and Conquest & Stimson, Bedford.
Roddis, John, jun, Kingsthorpe, Northampton, Baker. Pet April 28. May 11 at 2. Kingdon & Williams, Lawrence-lane, Cheapside, for Shield & White, Northampton.
Salch, Matthew, Windsor-pl, Windsor-ter, Harrow-rd, Paddington, out of business. Pet April 27. May 23 at 11. Wild & Barber, Ironmonger-lane.
Scott, Peter Turtle, Coleman-st, Islington, Working Tailor. Pet April 29 (for pau). May 19 at 11. Aldridge & Bromley.
Sherring, Alf John, Horrock's-row, New-cross, Surrey, Baker. Pet April 27. May 11 at 12. Harrison & Lewis, Old Jewry.
Taylor, Edward Chas Lyne, King's Arch-pl, East-st, Walworth-rd, Perambulator Manufacturer. Pet April 27 (for pau). May 23 at 11. Aldridge.
Walters, Joseph, Northampton, Hatter. Pet April 27. May 19 at 11. Kingdon & Williams, Lawrence-lane, Cheapside, agents for Shield & White, Northampton.
White, John, Garratt-lane, Wandsworth, Lucifer Match Maker. Pet April 29. May 11 at 12. Haynes, Southampton-bldgs, Chancery-lane.
Yardley, Dani, James-pl, Kensington-sq, Tailor. Pet April 29 (for pau). May 11 at 1. Aldridge.

To Surrender in the Country.

Allen, John, Freshford, Somerset, Haulier. Pet April 22. Bradford, May 5 at 10. Wilton, Bath.
Bean, John, Swinthorpe, Lincoln, Farmer. Pet April 28. Nottingham, May 19 at 11. Brown & Son, Lincoln.
Boulton, John Bourne, Newcastle-under-Lyme, Smallware Dealer. Pet April 27. Newcastle-under-Lyme, May 15 at 10. Dalton, Newcastle-under-Lyme.
Bowers, Wm Hy, Manch, Commercial Traveller. Pet April 29. Manch, May 18 at 9.30. Elliott, Manch.
Boycott, Richd, Blaina, Monmouth, Contractor. Pet April 20. Bristol, May 15 at 11. Greenway & Bytheway, Pontypool, and Devan & Co, Bristol.
Bradbury, Geo, Manch, Yarn Dealer. Pet April 29. Manch, May 13 at 11. Elliott, Manch.
Brown, Rev John Hy, Langford, Nottingham, Clerk. Pet April 24. Nottingham, May 19 at 11. Brewster, Nottingham.
Bumby, Geo, West Heslerton, York, out of business. Adj April 14. New Malton, May 13 at 11. Mason, York.
Burton, Chas, Wolverhampton, Butcher. Pet April 27. Birm, May 25 at 12. Jackson, Westbromwich, and Wright, Birm.
Caleadine, Thos, Ilkeston, Derby, Fruiterer. Pet April 28. Belper, May 13 at 12. Wood, Nottingham.
Carman, Robt, jun, Prickwillow, Isle of Ely. Pet April 11. Cambridge, May 7 at 11. Whitehead & French, Cambridge.
Fielden, Jas, Stangeways, Manch, Furniture Dealer. Pet April 24. Salford, May 16 at 9.30. Hewitt, Manch.
Galt, Jas Edgecombe, Lpool, Window Blindmaker. Pet April 29. Lpool, May 11 at 11. Haigh & Deane, Lpool.
Giddins, Chas, Dunstable, Painter. Adj April 21. Luton, May 14 at 11.
Hague, John Geo, Lpool, Grocer. Pet April 29. Lpool, May 11 at 12. Husband, Lpool.
Halcrow, Wm, Kingston-upon-Hull, Cooper. Pet April 28. Hull, May 12 at 11. Reed, Hull.
Handley, Robt, Rochdale, Butcher. Pet April 28. Manch, May 14 at 12. Whitehead, Rochdale.
Harrison, Wm, jun, Saxilby, Lincoln, Blacksmith. Pet April 27. Lincoln, May 12 at 11. Brown & Son, Lincoln.
Howe, John, St Philip and Jacob, Bristol, Mason. Pet April 23. Bristol, May 15 at 1. Ayre, jun.

Johnson, Richd, Kingston-upon-Hull, Draper. Pet April 29. Kingston-upon-Hull, May 20 at 12. Heartfield, Hull.
Maids, Thos, Tayston, Oxford, Carpenter. Pet April 24. Witney, May 14 at 10.30. Ansell, Burford.
Mason, Nathan, & Louis Mason, Birm, Jewellers. Pet April 22. Birm, May 25 at 12. Edwards, Birm.
Moseson, Jacob, West Hartlepool, out of business. Pet April 27. Sunderland, May 19 at 12. Marshall, West Hartlepool.
Newton, Edward, & Robt Broderick Armstrong, Sunderland, Sail Makers. Pet April 27. Newcastle-upon-Tyne, May 12 at 11.30. Snowball & Allison, Sunderland.
Noble, Wm, Bradford, Tea Dealer. Pet April 28. Bradford, May 20 at 10.30. Hill, Bradford.
Norris, David, Colwall, Hereford, Innkeeper. Pet April 18. Ledbury, May 28 at 11. Reece, Ledbury.
Osborne, John Hy, Plymouth, Painter. Pet April 28. Plymouth, May 13 at 10. Hirtzel, Exeter.
Parr, Richd, Freckleton, Lancaster, Victualler. Adj April 20. Manch, May 14 at 11. Gardner, Manch.
Priestley, Geo, Northowram, Halifax, Confectioner. Pet April 29. Halifax, May 15 at 10. Hill, Bradford.
Proctor, John, Market Rasen, Lincoln, Beer Retailer. Pet April 29. Market Rasen, May 13 at 12. Brown & Son, Lincoln.
Scott, Hy, Bridgwater, Somerset, Timber Merchant. Pet April 27. Bridgwater, May 13 at 10. Reed, Bridgwater.
Seddon, Hy, Deansgate, Manch, Watch Maker. Pet April 27. Manch, May 18 at 9.30. Eltoft, Manch.
Sherwood, Albert, Birm, out of business. Pet April 27. Birm, May 11 at 10. East, Birm.
Smith, Rachel, & Ann Atkinson, Bishop Auckland, Victuallers. Pet April 28. Bishop Auckland, May 19 at 10. Thornton, Bishop Auckland.
Spedding, Sayer, Bishop Auckland, Common Brewer. Pet April 21. Newcastle-upon-Tyne, May 15 at 12. Hodge & Harle, Newcastle-upon-Tyne.
Spicer, Wm, Sutton, East Riding, York, Brewer. Pet April 29. Kingston-upon-Hull, May 20 at 12. Sidebottom, Hull.
Stevens, David, Everton, Lpool, Dealer in Felt. Pet April 29. Lpool, May 11 at 12.30. Husband, Lpool.
Stoney, Geo. Bradford, Bobbin Manufacturer. Pet April 30. Leeds, May 25 at 11. Terry & Watson, Bradford, and Bond & Barwick, Leeds.
Taylor, Fredk, Exeter, Coach Builder. Pet April 23 (for pau). Exeter, May 11 at 10. Floud, Exeter.
Unsworth, Jas, Lpool, Cabinet Maker. Pet April 27. Lpool, May 11 at 3. Etty, Lpool.
Woods, Thos, Gt Lever, Lancaster, Cattle Dealer. Adj April 20. Bolton, May 16 at 10. Edge, Bolton.
Wright, Thos, Tonbridge, Linen Draper. Pet April 28. Tonbridge, May 14 at 11. Crippa, Tonbridge Wells.

TUESDAY, May 5, 1863.

To Surrender in London.

Benjamin, Abraham, Bevis Marks, London, Watch Maker. Pet April 30. May 19 at 1. Waring, Poultry.
Bidder, Bartholomew Parker, Brighton, Stationer. Pet April 30. May 19 at 12. Linklaters & Hackwood, Walbrook.
Biggs, Hy Glasson, Upper Thames-st, out of business. Pet April 28. May 21 at 2. Waldron, Lambs Conduit-st.
Blyth, Fredk Edmund, Hill-st, Peckham, General Agent. Pet May 1. May 26 at 1. Hill, Basinghall-st.
Burton, Wm, Seymour-pl, High-st, Camden-town, Broker. Pet May 1. May 21 at 1. Ablett, Newcastle-st, Strand.
Cant, Geo Wm, & Fredk Cant, High Holborn, Boot Manufacturers. Pet May 2. May 21 at 12. Randall, Gracechurch-st.
Chambers, John, Clarendon-pl, Clarendon-st, Camberwell New-road, Comm Agent. Pet April 30. May 23 at 1. Longley, Moorgate-st.
Cockell, Wm, York-ter, High-st, Battersea, Builder. Pet May 1 (for pau). May 21 at 12. Aldridge.
Cottew, Edward, Wycombe-ter, Hornsey, Physician. Pet May 1. May 19 at 1. Nicholson, Lime-st.
Elcock, Wm Chas, Newtown, Southampton, Baker. Pet April 30. May 19 at 1. Paterson & Son, Bouverie-st, London, and Mackey, Southampton.
Friend, John, Croydon, Thatcher. Pet May 2. May 19 at 1. Bickley, King William-st, City.
Hamar, David, St John-st, Clerkenwell, Assistant to a Milkman. Pet May 1. May 26 at 11. Buchanan, Basinghall-st.
Jolliffe, Jas, Ventnor, Isle of Wight, Grocer. Pet April 30. May 19 at 12. Peck & Downing, Basinghall-st.
Jones, Robt Jas, Dunstable, Coal Merchant. Pet May 2. May 26 at 12. Harrison & Lewis, Old Jewry.
Littlejohns, Edwin, Essex Cottages, Central Hill, Norwood, Builder. Pet April 30. May 23 at 1. Gant, Nicholas-lane.
Macnish, Neil, Belgrave-ter, Lee, Kent, Commission Merchant. Pet May 1. May 21 at 2. Harrison & Lewis, Old Jewry.
Mobbs, Fredk, Victoria-ter, Old Kent-rd, Breaksman to the S. E. R. Co. Pet May 1 (for pau). May 19 at 12. Aldridge & Bromley.
Newman, Geo Marston, James-st, Oxford st, Comm Agent. Pet April 29 (for pau). May 21 at 2. Aldridge.
Nicolay, Joseph Wm, Cornwall-ter, Middleton-rd, Dalston, Middlx, out of business. Pet May 1. May 21 at 2. Preston & Dorman, Gresham-st.
Parkins, John, Homerton, Middlx, out of business. Pet April 30 (for pau). May 19 at 12. Aldridge & Bromley.
Potter, Thos, New Southsea, Master, R. N. Pet April 30. May 21 at 1. Lawrence & Co, Old Jewry Chambers.
Rolfey, Benj, Grange-walk, Bermondsey, Bricklayer. Pet May 1. May 21 at 2. Marshall, Lincoln's-inn-fields.
Rust, Louis, Regent-st, Oxford-st, Hair Dresser. Pet May 1. May 23 at 1. Hudson, Gt James-st, Bedford-row.
Sayers, Chas, High-st, Borough, Southwark, Horse Dealer. Pet May 2. May 21 at 11. Buchanan, Basinghall-st.
Shaw, Jas Pelling, Cold Harbour-lane, Camberwell, Beer Seller. Pet May 1 (for pau). May 23 at 12. Aldridge.
Smith, Sidney, Bromley, Barrister's Clerk. Pet April 30. May 19 at 12. Waldron, Lamb's Conduit-st.
Thick, Hy, Old Brentford, Middlx, Toy Dealer. Pet April 29. May 21 at 1. Childey, Old Jewry.
Welch, John Geo Wm, Bisterne-pl, Poplar, Middlx, Comm Clerk. Pet April 29 (for pau). May 23 at 1. Aldridge.
Wickett, Wm Hooper, York-st, Westminster, Baker. Pet May 4. May 25 at 1. Poverley, Coleman-st.

To Surrender in the Country.

Bailey, Jas, Bristol, out of business. Pet April 30. Bristol, May 18 at 12. Hill.
Balls, Jas, Mildenhall, Suffolk, Omnibus Proprietor. Pet April 30. Mildenhall, May 16 at 2. York, Newmarket.
Barrett, Cornelius, Wrexham, Denbigh, Wine Merchant. Pet May 2. Lpool, May 15 at 12. Jones, Wrexham.
Barham, Chas Hazleton, Northfleet, Kent, Plumber. Pet April 29. Gravesend, May 14 at 12. Sharland, Gravesend.
Bayley, Wm, Ryders Green, Westbromwich, Coal Merchant. Pet April 27. Birm, May 25 at 12. Duignan & Lewis, Walsall.
Bell, John Thos Wm, Newcastle-upon-Tyne, Civil Engineer. Pet May 2. Newcastle-upon-Tyne, May 27 at 2. Bush, Newcastle-upon-Tyne.
Boddington, Edwin Hy, Merrow, Surrey, Artist. Pet April 29. Guildford, May 16 at 10.30. White, Guildford.
Booth, Jonas, Strangeways, Manch, Relieving Officer. Pet April 30. Manch, June 3 at 11. Leigh, Manch.
Cockburn, The Rev. Geo Alex, Pickering, York, Clerk. Pet May 1. Leeds, May 21 at 11. Richardson & Cobb, York, and Bond & Barwick, Leeds.
Cook, Chas, Birm, Chair Maker. Pet April 14 (for pau). Birm, June 15 at 10.
Crosland, Chas, Wakefield, Corn Porter. Pet May 1. Wakefield, May 23 at 11. Gill, Wakefield.
Crouch, Jas, Salehurst, Sussex, Farm Bailiff. Pet April 30. Hastings, May 14 at 11.30. Langham, Hastings.
Elston, Thos, Lincoln, Builder. Pet April 30. Lincoln, May 14 at 11. Brown & Son, Lincoln.
Fearnley, John, jun, Leeds, Cloth Manufacturer. Pet April 30. Leeds, May 25 at 11. Bond & Barwick, Leeds.
Fletcher, John, Oldbury, Charter Master. Pet May 1. Birm, May 23 at 12. Glover, Walsall.
Fowler, Edwin Hand, Grimoldby, Lincoln, Butcher. Pet April 28. Louth, May 13 at 10. Brown & Son, Lincoln.
Gray, Thos, Nottingham, Carpenter. Pet April 27. Nottingham, May 27 at 11. Butterry, Nottingham.
Harrison, Thos, Whittlesey, Isle of Ely, Butcher. Adj Feb 26. Peterborough, May 16 at 11. Law, Stamford.
Hayes, Wm, Langtoft, Lincoln, Farmer. Pet April 30. Bourn, May 15 at 11.30. Laxton, Stamford.
Haynes, Joseph, Derby, Lodging-house Keeper. Pet May 1. Derby, May 20 at 12. Leech, Derby.
Hearn, Geo, Stoke St Gregory, Somerset, in no business. Pet April 28. Langport, May 14 at 12. Taunton, Taunton.
Hooper, Chas, sen, Leadington, Gloucester, out of business. Pet May 2. Newent, May 19 at 12. Wilkes, Gloucester.
Hughes, David, Wrexham, Denbigh, Cabinet Maker. Pet May 1. Lpool, May 15 at 12. Jones, Wrexham.
Hussey, Rchd, Bristol, out of business. Pet April 30. Bristol, May 15 at 12.
Jones, Edw, Bala, Merioneth, Builder. Pet May 1. Lpool, May 15 at 12. Evans & Co, Lpool.
Killingback, Harriet, Pockthorpe, Norwich, Fowl Dealer. Pet May 2. Norwich, May 18 at 11. Sadd, Norwich.
Kinsbrüner, Saml, Lpool, Discounter. Pet May 1. Lpool, May 22 at 12. Neville, Lpool.
Kirkland, Geo, Middlewich, Chester, Schoolmaster. Pet May 1. Sheffield, May 16 at 10. Clarke, Leeds.
Llewellyn, Wm, sen, Croxon, Hereford, out of business. Pet April 30. Birm, May 25 at 12. Parry, Birm.
Massey, Jas, Birm, out of business. Pet May 1. Birm, June 15 at 10. Corles, Birm.
Masters, Rchd, Birm, Commercial Traveller. Pet May 2. Birm, June 15 at 10. Powell & Son, Birm.
Maynard, John, Tavistock, Devon, Innkeeper. Pet May 1. Tavistock, May 15 at 12. Chilcott, Tavistock.
Milnes, Chas, Bacup, Lancaster, Grocer, out of business. Pet May 2. Manch, May 19 at 12. Richardson, Manch.
Mundy, Thos, Iffley, Oxford, Butler of Magdalen College. Pet April 30. Oxford, May 16 at 10. Harford, Oxford.
Pickering, John Wilson, Blackburn, Licensed Victualler. Pet May 2. Manch, May 6 at 11. Smith & Boyer, Manch.
Pollard, Wm. Hastings, Bookbinder. Pet April 30. Hastings, May 14 at 12. Langham, Hastings.
Pollock, Jas Mardock, Catterick, York, Schoolmaster. Pet April 30. Leeds, May 21 at 11. Hunton, Richmond, and Bond & Barwick, Leeds.
Pratt, Isaac, St Matthew, Ipswich, out of business. Pet May 2. Ipswich, May 18 at 11. Moore, Ipswich.
Rawlin, John Kedman, Swinton, York, Beerseller. Pet May 1. Rotherham, June 4 at 11. Hirst, Rotherham.
Reckless, Alf, Rawmarsh, near Rotherham, Confectioner. Pet May 1. Rotherham, June 4 at 11. Binney, Sheffield.
Rumsey, Thos, Peasenhall, Suffolk, Wheelwright. Pet April 28. Halesworth, May 19 at 2. Moseley & Massey, Framlingham.
Shillibeer, Wm Lawrance, Bristol, Engine Fitter. Pet April 30. Bristol, May 15 at 12. Hill.
Soppett, Thos, Darlington, Durham, Butcher. Pet April 28. Newcastle-upon-Tyne, May 15 at 12.30. Story, Newcastle-upon-Tyne.
Stokes, Robt, Derby, Chenille Manufacturer. Pet April 22. Nottingham, May 19 at 11. Leech, Derby.
Swannock, Chas, Laughton-en-le-Northen, out of business. Pet May 1 Rotherham, June 4 at 11. Hirst, Rotherham.
Taylor, Wm, Middlesborough, North Riding, York, Tripe Dresser. Pet May 2. Stockton, May 18 at 1. Dobson, Middlesborough.
Wigglesworth, Thos, Flaxley, Gloucester, M.D. Pet May 1. Bristol, May 15 at 11. Taynton, Gloucester.
Wildsmith, John, Worsborough Dale, near Barnsley, Innkeeper. Pet April 30. Barnsley, May 23 at 2. Hamer, Barnsley.

BANKRUPTCIES ANNULLED.

FRIDAY, May 1, 1863.

Urry, Maria, & Thos Chas Urry, Leigh-st, Burton-crescent, Euston-rd Middlx, Stampers on Muslin. April 23.

TUESDAY, May 5, 1863.

Lerichè, Achille Louis, Coleman-st, London, Comm Agent. May 1.

BERKSHIRE.

The Buckhurst Estate.—A very desirable Freehold Residential Property, on the borders of Windsor Great Park, comprising a commodious and substantial Mansion, beautifully situate on a gentle eminence, and surrounded by richly wooded park-lands, with lawns, pleasure grounds, an ornamental sheet of water, capital stabling, gardens, two lodge entrances, also a farm-house and premises, various cottage properties, and an excellent corn-mill, the whole comprising about 125 acres.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions from the Proprietors to offer for SALE by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 23, at TWELVE o'clock, in One Lot, the above very attractive FREEHOLD PROPERTY, distinguished as the Buckhurst Estate, situate 2¼ miles from the Sunningdale Station, on the Reading Branch of the South-Western Railway, six miles from Windsor, and in the immediate vicinity of Ascot Heath and Virginia Water, a district proverbial for its cheerful and varied scenery and picturesque attractions. The mansion is well situate on a gravelly soil, and is approached by carriage drives through the park from two lodge-entrances; it contains spacious entrance hall 18ft. by 16ft., dining room 24ft. by 18ft., communicating with the library 24ft. by 18ft., drawing room 25ft. by 18ft., study with ante-room and vestibule opening to the verandah and flower garden, from which a fine view is obtained over the park lands sloping to the lake. A stone staircase, also a servants' ditto, conducts to the first floor, on which there are eight bed and dressing rooms, and on the second floor six bed and one dressing room. There are also six other servants' bed rooms, and very complete domestic offices and various out-buildings, including a good laundry and brewhouse, with capital stable-yard and stalls and boxes for eleven horses, one large double coach-house, and two smaller ditto, with coachman's rooms and lofts. The kitchen gardens, with vinery, forcing pits, &c., are large and productive. Also a convenient farm homestead, with dwelling-house, and a valuable water corn-mill, known as Sunninghill-mill, with house, stabling, &c., and various cottage property abutting on the high road. The land in hand, site of mansion, pleasure grounds, and gardens comprise about fifteen acres; the remaining portion, including the park, with the exception of about four acres let with the mill, and the cottage property, is in the occupation of a yearly tenant.

Particulars, with plans, may be obtained of Messrs. WM. BRAIKENRIDGE & SON, Solicitors, 16, Bartlett's-buildings, Holborn, E.C.; at the Mart, E.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

No. 15, Sussex-gardens, Hyde park.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE, this very desirable TOWN MANSION, most eligibly situate close to St. James's Church, Paddington. It contains thirteen bed rooms, one fitted with bath, three very handsome drawing rooms, large dining room, breakfast room, study or library, entrance hall, water-closet on each of four floors, principal and secondary staircases, and extensive and most convenient domestic offices. It is in a complete state of substantial and decorative repair, and is ready for the immediate reception of a family. The interior has been decorated with great taste at a considerable outlay, gas is laid on to every room and the staircases and passages, and water to all the floors except the top. Also stabling for three horses, and double coach-house, with good rooms over, in Glocester-mews, at the rear of the mansion. The property is held on lease for an unexpired term of seventy-four years, less ten days, from March 25, 1863, at a ground rent of £37 per annum. Possession may be had on completion of the purchase. May be viewed only by orders from the auctioneers.

Particulars, when ready, may be had of Messrs BELL, STEWARD, & LLOYD, No. 49, Lincoln's-inn-fields; at the Mart, E.C.; and of the Auctioneers, 10, Waterloo-place, Pall-mall, S.W.

OXFORDSHIRE, within three miles of Oxford.—Capital Farm, for investment or occupation.

MESSRS. DANIEL SMITH, SON, & OAKLEY, have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, 9th June, at TWELVE o'clock, in Lots, the FRIZE FARM, in the township of Water Eaton, in the parish of Kidlington; comprising farm-house and homestead, and about 160 acres of capital land, with certain rights in Pixey Lot Meadow, in the parish of Yarnton, freehold and free of tithes. The farm adjoins the high roads from Oxford to Woodstock and Banbury, and is at present in the occupation of Mr. Treadwell, who is under notice to quit, so that possession may be had at Michaelmas next.

Particulars, with plans, may shortly be had at the Mart, E.C.; of Messrs. DAYMAN & WALSH, Solicitors, Oxford; of Messrs. WESTERN, Solicitors, Great James-street, Bedford-row, W.C.; and of Messrs. DANIEL SMITH SON, & OAKLEY, 10, Waterloo-place, Pall-mall.

HAMPSHIRE, between Winchester, Southampton, Romsey, and Salisbury.—Freehold Landed Investments, desirable for occupation, consisting of farms, with suitable houses and buildings; together with about 282 acres of capital Land, principally arable, the remainder pasture wood, &c.

MESSRS. DANIEL SMITH, SON, and OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 16, at TWELVE, in lots, the above valuable PROPERTY, which will consist of Mount Pleasant Farm and 113a. 3r. 34p., let to Messrs. Grace & Cole; Green's Farm, including the Lockerley and Crichell's, Greens, &c., and 90a. 1r. 22p., in the occupation of Mr. Alfred Nunn; Hatcher's Farm, containing 36a. 0r. 25p., let to Messrs. Hatcher, Grace, & Moody; some valuable enclosures of rich arable and meadow land, called Queen's Mead, &c., consisting of 41a. 3r. 7p. in the occupation of Mr. Alfred Nunn. The whole of the property is situate in the several parishes of Lockerley and East Tytherley, and is within about two miles of the Dunbridge Station on the Salisbury and Bishopstoke Branch of the London and South Western Railway, and within easy communication with the metropolis.

Particulars, with plans, may be had of Messrs. WILSON, BRISTOWS, & CARPMAEL, 1 Copthall-buildings, Throgmorton-street, E.C.; at the Auction Mart, E.C.; the place of sale; and of Messrs. DANIEL, SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

BUSHEY, HERTS.

The Warren, a delightfully situate and elegant Villa Residence, standing in about 35 acres of ornamentally disposed ground in a ring fence.

MESSRS. DANIEL SMITH, SON, & OAKLEY beg to inform the public that they have been instructed to offer for SALE by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE o'clock (if not previously disposed of by private contract), the above very attractive FREEHOLD RESIDENCE and valuable PROPERTY, situate in the rural and beautiful neighbourhood of Bushey-heath and Stanmore, two miles from the railway station at Bushey, and only twelve miles from London. The house has recently been erected, and completed both as to exterior and interior arrangement regardless of expense. It occupies a delightful and elevated site amidst well-screened pleasure grounds, with lodge entrance and carriage approach, an ornamental sheet of water, &c., and presents to the south an elegant garden front, with conservatory, verandah, vineries, and a peach-house (200 feet in length), a broad terrace walk, which descends to a flower garden and lawn, opening to park-like pastures, the whole about 35 acres, in a ring fence, and commanding charming views over a richly wooded country, embracing Windsor Castle and the counties of Surrey and Berks. The interior accomodation comprises on the chamber floors, six bed rooms, two dressing rooms, bath room, three nurseries; on the ground floor, a lofty and handsome interior hall, 19½ by 15ft., carried up two stories high, with oak staircase and gallery to chambers, forming a music room, dining room 20 by 16ft., drawing room 20 by 16ft., opening to smaller ditto, and the conservatory, a complete set of domestic offices, well supplied with water and gas, various outbuildings, stable yard, with granary, stabling for five horses, double coach-house, horse mill for cutting chaff, crushing oats, &c.; laundry; also in the rear a small farm homestead; the kitchen gardens are entirely enclosed by lofty walls, and are covered with the choicest fruit trees, and in the centre is a large orchard-house 100ft. long. Possession of the whole will be given on completion of the purchase.

Full printed particulars may be obtained of O. T. ALGER, Esq., 37, Bedford-row; at the Auction Mart, E.C.; of Messrs. NORTON, HOGGART, & TRIST, 62, Old Broad-street, where, as well as at Messrs. DANIEL SMITH, SON, & OAKLEY'S, 10, Waterloo-place, Pall-mall, S.W., photographs may be seen and orders to view obtained.

OXFORDSHIRE.—Capital Farm, for Investment or Occupation.

MESSRS. DANIEL SMITH, SON, & OAKLEY have received instructions to SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 9, at TWELVE o'clock, STOKE GRANGE FARM, in the parishes of Stoke Talmage and Wheatfield, two miles from Tetsworth, five from Thame, and 15 from Oxford; comprising farm house and premises, and 230 acres of capital arable and dairy land, entirely freehold, at present in the occupation of Mr. Treadwell, who is under notice to quit, so that possession may be had at Michaelmas next.

Particulars, with plans, may shortly be had at the Mart, E.C.; of Messrs. DAYMAN & WALSH, Solicitors, Oxford; Messrs. WESTERN, Solicitors, Great James-street, Bedford-row, W.C.; and of Messrs. DANIEL SMITH, SON, & OAKLEY, 10, Waterloo-place, Pall-mall.

HENDON, MIDDLESEX.

MESSRS. DANIEL SMITH, SON, & OAKLEY will SELL by AUCTION, at the MART, near the Bank of England, on TUESDAY, JUNE 2, at TWELVE, FREEHOLD RENT-CHARGES, in lieu of tithes, arising out of 397a. 3r. 4p. of land, in the parish of Hendon, adjoining the parish of Hampstead, principally belonging to Eton College and their lessees, and commuted at £105 9s. 4d. per annum. These rent-charges vary according to the price of corn, the value for the present year being £113 2s. 5d.

Particulars may be had at the Mart, E.C.; of Messrs. BELL, STEWARD, & LLOYD, Solicitors, 49, Lincoln's-inn-fields; and of Messrs. DANIEL SMITH, SON, & OAKLEY, Land Agents and Surveyors, 10, Waterloo-place, Pall-mall, S.W.

Absolute Reversion.

MESSRS. DEBENHAM & TEWSON will SELL, at the MART, on FRIDAY, APRIL 24, at TWELVE, the REVERSIONARY INTEREST in ONE-THIRD SHARE in the capital SUM of £1,803 8s. 11d., now standing in the books of the Bank of England in the name of a trustee under a will, subject to the life-interest of a lady, who is in her 52nd year.

Particulars (now ready) of HY. EARLE, Esq., Solicitor, 29, Bedford-row; and of the Auctioneers, 80, Cheapside.

Periodical Sale (established 1843), appointed to take place the first Thursday in every month, of Absolute and Contingent Reversions to Funded and other Property, Life Interests, Annuities, Policies of Assurance, Advowsons, Next Presentation, Manorial Rights, Rent Charges, Post Obit Bonds, Debentures, Shares in Docks, Canals, Mines, Railways, Insurance Companies, and other public undertakings for the present year.

MR. MARSH begs to announce that his PERIODICAL SALES (established in 1843), for the disposal of every description of the above-mentioned PROPERTY, take place on the first Thursday in each month throughout the present year, as under:—

June 4	August 6	November 5
July 2	September 3	December 3
	October 1	

In addition to the above dates, Mr. Marsh also begs to announce that the following days are appropriated for the Sale of Freehold, Copyhold, and Leasehold Properties, viz.:—

Thursday, May 14	Thursday, July 30
Thursday, May 21	Thursday, August 13
Thursday, May 28	Thursday, August 20
Thursday, June 11	Thursday, August 27
Thursday, June 18	Thursday, September 17
Thursday, June 25	Thursday, October 14
Thursday, July 9	Thursday, November 19
Thursday, July 16	Thursday, December 17
Thursday, July 23	

2, Charlotte-row, Mansion House, London, E.C.